

AGREEMENT
BETWEEN
THE MAINE STATE EMPLOYEES ASSOCIATION
Local 1989, SEIU, AFL-CIO, CLC
AND
THE MAINE COMMUNITY COLLEGE SYSTEM
SUPERVISORY SERVICES
BARGAINING UNIT

July 1, 2009- June 30, 2011

[Extended to 6/30/2012](#)

[Extended to 6/30/2013](#)

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PREAMBLE

Whereas, the Board of Trustees of the Maine Community College System (hereinafter referred to as "the Trustees") and the Maine State Employees Association (hereinafter referred to as "MSEA") desire to establish a constructive, cooperative and harmonious relationship; to avoid any interruption or interference with the operations of the employer; to promote effective service and quality of work life towards the accomplishment of the missions of the Maine Community College System; and to establish an equitable and peaceful procedure for the resolution of differences. The Trustees and MSEA join in promoting a safe, healthy environment for students, employees and general public.

Therefore, this Agreement by and between the Parties is entered into as of July 1, 2009.

ARTICLE 1. UNION RECOGNITION

Pursuant to the Maine Labor Relations Board certifications dated September 7, 1977 and Chapter 695 (Public Law 1985), the Trustees recognize the Maine State Employees Association (MSEA) as the sole and exclusive representative for the purpose of representation and negotiations with respect to wages, hours of work and other conditions of employment included in the Supervisory Services Bargaining Unit. Eligibility in the MSEA-SEIU Income Protection Plan without evidence of insurability requires that individuals make membership to MSEA-SIU prior to completion of six (6) months of employment since the date of hire.

In the event of a dispute between the Parties as to future inclusions or exclusions from the unit resulting from the establishment of new or changed classifications or titles, either Party to this Agreement may apply to the Maine Labor Relations Board for resolution of the dispute.

Employees who are employed on a seasonal basis, i.e., for regularly recurring seasonal periods of three (3) months or more, shall be covered by the provisions of this Agreement upon the completion of six (6) months employment subject to any special provisions relating to their employment. In order to qualify, such six (6) months must be worked in not more than three (3) consecutive years and only time in pay status during such seasons shall count. Employment time of persons outside MCC System service who are on acting capacity assignment to a seasonal position, and employment time of persons holding a seasonal intermittent position shall not count towards the completion of such six (6) months.

Part-time employees will be covered by the provisions of this Agreement after completion of six (6) months of service except for the provision for dismissal for just cause. The just cause provision for dismissal shall apply after completion of 1,040 compensated hours exclusive of overtime hours. All benefits provided to part time employees shall be prorated. Part time employees' work-time for the past year shall be reviewed no less frequently than on each anniversary date in order to determine the appropriate prorated benefits level.

Temporary, seasonal and on-call employees, excluded by law from the bargaining unit, include project employees, seasonal employees not covered by the preceding paragraphs, persons from outside the MCC System service who are on acting capacity assignment, and intermittent employees. Project employees are employees appointed to a project position which is restricted to a planned work program to be completed within a specified period of time and which is not regularly recurring. Intermittent employees are employees who are appointed for a period of time on a sporadic basis and who work not more than five hundred (500) hours in any consecutive twelve (12) month period beginning with the date of hire or anniversary of date of hire.

Any employee designated as intermittent, who works in excess of the limits set out above and who works more than 1,040 regularly scheduled hours during the period since appointment as an intermittent employee without a break in service due to resignation or dismissal shall be covered by the terms of this Agreement. The sporadic periods such an employee is not in pay status because of the sporadic nature of the position shall not be considered to be a break in service. Where possible, such employees shall be placed in a permanent or limited period full-time or part-time position as appropriate, provided that he or she is eligible for appointment.

Nothing in this Article shall be interpreted as removing any rights or benefits of temporary, intermittent, project or seasonal employees provided under Title 5, M.R.S.A. §553-A and 559, Public Law 667, 1978, or any other provision of law or rule.

ARTICLE 2. ABSENCES WITHOUT LEAVE

Any absence of an employee from duty that is not authorized by a specific grant of leave of absence or taken as earned leave shall be deemed to be absence without leave. Any such absences shall be without pay and may be grounds for disciplinary action. All benefits will be pro-rated accordingly.

In the absence of disciplinary action, any employee who is absent for three consecutive days without leave shall be deemed to have resigned, but such absence may be covered by a subsequent grant of leave without pay if in the judgment of the College President there is good and sufficient reason for the absence provided within a reasonable time.

ARTICLE 3. ACCESS TO EMPLOYEES

MSEA shall have access to employees covered by this Agreement to carry out its legal responsibilities as a bargaining agent as provided for in this Article.

MSEA's representatives will be granted reasonable access to employees during employees' working hours for the purpose of investigating and processing grievances and for the purposes of administering this Agreement. Such access will be subject to the representative providing the appropriate President or designee with advance notice of the visit. Such access will not disrupt MCC System operations or violate MCC/System Office security procedures. If access needs to be temporarily delayed for special reasons, those reasons shall be explained to the MSEA representative.

Any MSEA representative may have access to employees in this unit for the purpose of explaining MSEA programs and benefits during employees' non-working time, e.g., breaks, lunch periods and after hours, provided such access does not interfere with MCC System operations. Such access shall be to non-work areas.

Electronic mail capabilities as available to unit members in the course of their work may be used for the purpose of reasonable communication on union matters. In no instance may such union email contain material that is either profane or obscene.

ARTICLE 4. ACTING CAPACITY

When an employee is assigned temporarily to a job for which he/she is qualified in a higher pay grade for a period of five (5) days or his/her regular workweek, whichever is less, the employee shall be paid retroactively from the initial date of the temporary transfer for the duration of the temporary assignment. The employee shall be paid as if he/she had been promoted during such assignment. In no event may an employee acquire any status in a higher classification as a result of his/her temporary assignment. Acting capacity assignments shall not be made on an arbitrary or capricious basis. Employees shall not be rotated in acting capacity in an arbitrary or capricious manner in order to avoid payment of acting capacity pay.

This Article shall not be used in lieu of the proper processing of any request for reclassification or reallocation of a position pursuant to [Article 48, Reclassifications](#), or the filling of a vacancy pursuant to [Article 56, Seniority](#).

ARTICLE 5. ADMINISTRATIVE CLOSING

If a College President or other authorized manager makes the decision to close a college or office, an employee is provided paid administrative leave for all hours normally worked during the closing. Administrative leave is granted only to those employees who are at work or scheduled to work during the period of closure. If an employee has already been approved for vacation, comp, personal or sick time at the time of closing, the employee does not receive administrative leave. Time is charged to the pre-approved leave.

ARTICLE 6. APPROVAL OF LEGISLATURE

The Parties hereto agree to jointly support any legislative action necessary for implementation of any provision of this Agreement. If the Legislature rejects any provision submitted to it, the entire Agreement shall be returned to the Parties for further bargaining.

ARTICLE 7. BEREAVEMENT LEAVE

Each employee covered by this Agreement shall be allowed up to five (5) days leave, with full pay, for absence resulting from the death of a spouse or significant other, or the death of a child, step-child, parent or step-parent of either the employee or the employee's spouse or significant other and up to three (3) days of leave with full pay for absences resulting from the death of other members of the employee's immediate family, as defined in [Article 59, Sick Leave](#), or resulting from the death of a son-in-law, daughter-in-law, aunt, uncle, niece, nephew, brother-in-law or sister-in-law.

ARTICLE 8. BULLETIN BOARDS

The Trustees shall continue to provide present bulletin board space for the use of MSEA at each work location where bulletin boards are presently provided for the purpose of posting bulletins, notices and other materials in conformance with this Article. The posting of any MSEA materials shall be restricted to such bulletin board space only except that, in each work location where bulletin board space is not provided for MSEA, the applicable MCC System shall designate an appropriate alternative space where such materials may be posted.

In no instance may MSEA post any material which is profane, obscene or defamatory to the Trustees, their representatives or any individual, or which constitutes campaign material between competing employee organizations if it is determined that the posting of such material would violate any obligation of the Trustees for neutrality. MSEA is solely responsible for the accuracy and ethical standards of any material posted pursuant to this Article. The Trustees retain the right to remove any materials in violation of this Article.

All posted MSEA materials shall be signed by an authorized representative of the Association or stamped with an official MSEA logo.

ARTICLE 9. CHILDBEARING AND ADOPTION LEAVE

Childbirth or adoption leave shall be granted to an employee without salary for a period not to exceed one (1) year inclusive of any period of disability covered under [Article 59, Sick Leave](#). Employees shall have the option of using accumulated compensating time and annual leave during such period. Employees shall be allowed to retain insurance benefits during such leave. Except during any period covered by the use of compensating time, annual leave, or the Federal Family and Medical Leave Act, retention of insurance benefits shall be at the employee's expense.

ARTICLE 10. CHILD CARE

- A. Full-time employees who meet all of the following criteria shall be eligible for a lump sum payment.
 - 1. Employed full-time during the entire previous calendar year;
 - 2. Full-time MCC System employees employed for more than six (6) months but less than twelve (12) months of the previous calendar year are eligible for this program on a pro-rated basis;
 - 3. Part-time and seasonal employees covered by this Agreement who have completed one thousand forty (1,040) hours or regularly scheduled work in any calendar year in which they qualify on a pro-rated basis;
 - 4. Had an adjusted gross family income of less than \$38,000 for the previous calendar year.
- B. The lump sum payment will total no more than \$1,000.00. This is a reimbursement program and, therefore, payment cannot exceed actual cost.
- C. Employees must submit a copy of their Form 1040 and a copy of their receipt for child care expenses for the prior calendar year no later than June 30 to be eligible for reimbursement.

ARTICLE 11. COMPENSATING TIME

Compensating time earned by an employee may be accumulated up to two hundred and forty (240) hours. Any compensating time earned after accumulation of the two hundred and forty (240) hours must be used within thirty (30) days. Employees shall be entitled to use compensating time at times of their choice. If an employee is denied use of compensating time which exceeds the allowable accumulation, he/she shall, at the employer's option, be paid for the time or be entitled to carry it over until a suitable time for use is approved.

The supervisor of an employee nearing two hundred and forty hours of accumulated compensatory time must meet with the employee and a union representative to establish a plan for the employee to use their accumulated time.

If the supervisor, employee and union representative are not able to resolve the matter, the supervisor, employee, union representative & College President or his/her designee will meet to discuss and resolve the issue.

ARTICLE 12. COMPENSATION

A. General Salary Increase

1. Effective with pay period commencing closest to July 1, 2007, employees shall be provided an across-the-board salary increase of one percent (1%). Salary schedules shall be increased accordingly.
2. Effective with the start of the pay week commencing closest to July 1, 2008, employees shall be provided an across-the-board salary increase of two percent (2%). Salary schedules shall be increased accordingly.
3. Effective with the start of the pay week commencing closest to January 1, 2009, salary schedules shall be adjusted by dropping the first step and adding a new last step which is three percent (3%) higher than the previous step. Employees will remain on their current step and receive the new pay assigned to that step.
4. Effective with the start of the pay week commencing closest to July 1, 2012, employees shall be provided an across-the-board salary increase of two percent (2%). Salary schedules shall be increased accordingly.

B. Salary Schedule Progression

Employees shall progress from step to step in salary grade on the basis of satisfactory job performance based upon established standards of performance.

Seasonal employees' initial anniversary date shall be established after being in pay status for 2080 hours. Such date shall then be used for annual performance evaluation and step progression consideration.

When an employee's anniversary date falls on any day from the first day of a pay week through Wednesday of the pay week, the employee's merit increase shall be effective as of the first day of the pay week within which the anniversary date falls. Otherwise, the merit increase shall be effective on the first day of the next pay week.

Grievances arising from the denial of merit increases shall not be arbitrable under this Agreement, but shall be referred to a MCC ad hoc Merit Denial Appeal Committee. This Committee will consist of one member chosen by MSEA, one member chosen by the MCC President where the denial originated, and a third member selected by the two appointed members who shall be from outside the MCC where the denial originated. The decision reached by this ad hoc Committee shall be final and binding subject to appeal to the System President only if the decision

of the ad hoc Committee was based upon clearly erroneous findings of fact or erroneous application of performance standards.

C. Call Out

Any employee who is eligible for overtime who is called out for work outside of and not continuous with his/her regular hours will be paid a minimum of four (4) hours of the employee's regular rate of pay or hours actually worked at the appropriate rate, whichever is greater. This section shall not apply to an employee who is called in four (4) hours or less prior to the start of his/her workday or shift and who continues to work that day or shift or to an employee held over at the end of their regular workday.

Notwithstanding this provision, employees in MCC/System Office which have compensated for call-out on a higher basis prior to the effective date of this Agreement shall continue to be compensated on the higher basis.

D. Overtime

Full-time employees in pay ranges 01 through 20, as set forth in Appendix A, shall be paid one and one-half (1 ½) times the hourly rate of pay after actually working eight (8) hours in any day, or after their regular scheduled hours if greater, or forty (40) hours of actual work in any week.

The above provision shall apply to full-time employees working alternative compressed workweeks but shall not include other alternative work schedules such as flextime schedules, etc. or part-time employees who shall be eligible for overtime after forty (40) hours of actual work in any week. In lieu of premium pay employees may, upon mutual agreement, take compensating time at the rate of one and one-half (1 ½) hours of compensating time for each hour of overtime worked.

Employees in pay ranges 21 and above, as set forth in appendix A, who, on September 3, 1984 were receiving some form of overtime compensation, shall continue to do so until they vacate their present positions. Notwithstanding the foregoing, the Trustees' policy with respect to special exceptions which have been made or which are made in the future under that policy, will continue.

Employees in pay ranges 21 and above who do not receive any form of overtime compensation shall receive two (2) personal leave days per year with pay, as of January 1 of each year. Employees who first become eligible for personal leave days under this Article on or after July 1 of a calendar year shall receive only one (1) day for the year, instead of two (2). Except where operational needs require otherwise, these employees shall be entitled to take these personal leave days at times of their choice. These personal leave days shall not be carried forward or accrued from year to year unless the employee is denied his/her personal leave day because of operational needs.

As professionals, supervisors are expected to devote the necessary time to carry out the responsibilities of their position. In recognition of the seasonally varying work day/week, supervisor's hours will be reasonable and flexible. When either the supervisor or his/her supervisor determines that the supervisor's workload is unreasonable, either party may request a meeting to review the workload.

Time during which an employee is excused from work with pay under [Article 31](#), Holidays, shall be considered as time worked for the purpose of computing overtime.

There shall be no pyramiding or duplication compensation by reason of overtime or holiday or other premium pay provision of this Agreement. It is understood, however, that with this limitation, the method of payment, which gives the greatest amount, will be followed.

E. Shift Differentials

A shift differential of thirty cents (\$.30) per hour shall be paid for shifts starting between 12:00 noon and 6:59 p.m. for full time employees regularly assigned to such shifts. A shift differential of fifty cents (\$.50) per hour shall be paid for shifts starting between 7:00 p.m. and 3:00 a.m. for full time employees regularly assigned to such shifts. A shift differential of fifty cents (\$.50) per hour shall be paid for weekend shifts for full-time employees regularly assigned to such shifts. The differential provided herein shall be part of base pay for overtime pay and other purposes.

F. Double Shift Premium

An employee required to work two (2) shifts in a twenty-four (24) hour period will be paid an additional four dollars (\$4.00) for the week. This provision does not apply to employees who voluntarily work such shifts for their own convenience. The Trustees retain the right to establish schedules, which minimize the payment of the premiums provided under this provision.

G. Stand-By

1. Any employee who supervises employees eligible for and receiving standby pay who is specifically directed to standby in a specific location or locations, and who is available for immediate recall duty, shall be paid at sixteen percent (16%) of his/her regular hourly rate for each hour he/she remains in standby status. Such standby pay shall not be paid for any period during the time not available when called.
2. Employees in classifications who now receive standby pay shall not lose it as a result of this provision.

3. Employees required to live in Trustees' employee housing in connection with their jobs are not deemed to be on standby status by virtue of this circumstance.
4. Information Technology employees who are not eligible for overtime shall receive two (2) hours straight time pay for each weekend day on stand-by.

H. Longevity

1. Employees with fifteen (15) years but less than twenty (20) years continuous MCC System service shall receive longevity pay of thirty cents (\$.30) per hour to the base. Employees who become eligible after that date shall receive the longevity pay of thirty cents (\$.30) per hour to the base upon eligibility.
2. Employees with twenty (20) years of continuous MCC System service shall receive longevity pay of a total of forty cents (\$.40) per hour to the base. Employees who become eligible after that date shall receive the longevity pay of a total of forty cents (\$.40) per hour to the base upon eligibility.
3. Employees with twenty-five (25) years of continuous MCC System service shall receive longevity pay of a total fifty cents (\$.50) per hour to the base.
4. Continuous MCC System service is defined as continuous employment and shall include all authorized leaves of absence since the last date of hire into a status granting position as well as periods of prior state service performed by employees transferred to the MCC System pursuant to Chapter 695 (Public Law 1985) on April 16, 1986.

I. Method of Payment

Employees shall be paid payroll wages through direct deposit into the banking account specified by the Employee. It shall be the responsibility of the Employee to notify the College Business Office regarding any changes in banking account information.

J. Recognition of Advanced Degrees

An employee who earns advanced degrees after they commence employment with the MCC System shall be eligible to receive a one-time \$750 per degree bonus. Attainment of one degree in each of the following categories shall be eligible for this bonus: Bachelors, masters, certificate of advance study and doctorate. Employees shall receive the bonus in a separate check processed through accounts payable, with no deductions.

ARTICLE 13. COMPLAINTS AND INVESTIGATIONS

1. This Article applies to complaints or allegations made externally and not from normal supervisory activities.
2. The System President or his/her designee shall be responsible for insuring that all allegations of misconduct or other complaints against an employee on which any action is to be taken or a record is to be made shall be investigated. The investigator shall be allowed to interview the complainant prior to notifying the employee.
3. If after preliminary investigation no probable cause is found, the investigation will terminate and the employee shall be informed in writing that a complaint was made against him or her but was unfounded.
4. When an investigator believes that probable cause has been established, the investigator shall inform in writing the employee under investigation and his/her supervisor of the nature of the investigation.
5. When the employee under investigation is to be interviewed concerning alleged conduct which could result in discharge or other discipline, the employee and his/her representative shall be notified in writing, at least forty-eight (48) hours prior to the interview. In the event of an emergency, such reasonable notice as the circumstances permit shall be given. The notice shall state that an official investigation is being conducted and shall state the subject matter of the interview.
6. Prior to being interviewed pursuant to this Article, the employee shall be afforded a reasonable opportunity and facilities to contact and consult privately with his/her union representative or union attorney. Such representative or attorney may participate in the interview.
7. Any interview of an employee shall be conducted at a reasonable time and, when practicable, when the employee is on duty. The interview shall take place at a suitable location and, when practicable on the MCC System's premises. Confidentiality of the interview shall be maintained. The interview shall be limited to questions, which are directly, narrowly, and specifically related to the employee's job performance as it relates to the allegations or complaints. The employee shall not be subjected to any offensive language nor be threatened with transfer, dismissal or other disciplinary punishment.
8. If an employee is to be interviewed as a witness only, the employee and his/her representative shall be so informed at least forty-eight (48) hours prior to the interview. If during the course of the interview, however, it becomes apparent that the employee may be subject to discipline as a result of conduct, which is the subject of the interview, the interview shall be terminated and the employee afforded the protection of this Article.

9. No employee shall be required or requested to submit to any test or examination. A test or examination may be given if requested by the employee.
10. The employee shall be informed in writing promptly, but no later than five (5) workdays, when the investigation is completed and of any determinations made, except when the matter has been terminated under paragraph 3.
11. If the result of the investigation is that the allegations or complaints are unsubstantiated, no records pertaining to these allegations shall be put into the employee's personnel file.
12. Nothing in this Article shall be construed to affect the right of the Trustees to immediately suspend or dismiss an employee pursuant to the provisions of [Article 22, Discipline](#).

ARTICLE 14. COMPUTER TERMINAL OPERATORS

1. No employee shall be required to work more than two (2) consecutive hours on a computer. Employees whose job assignments require them to work on computers should be assigned other work for thirty (30) minutes for each two (2) hours of continuous work on the terminals. Rest and meal periods shall be counted toward the thirty (30) minutes.
2. Any employee who is newly assigned to a position which by actual work consists of at least sixty-six and two-thirds percent (66 2/3%) operating a computer, including alternate work time, shall be required to submit to an examination by an eye doctor at the Trustee's expense within sixty (60) days of the employee's assignment to the position.
3. All employees who spend at least sixty-six and two-thirds percent (66 2/3%) of their time operating a computer, including alternate work time, shall be entitled to be examined by an eye doctor annually at the Trustee's expense. All employees receiving eye examinations pursuant to this Article must provide the Trustees with medical releases. Employees shall be given a report form to be completed by the eye doctor and returned to the Personnel Officer.
4. On alternate years, the Trustees will fulfill their obligation under Section 3 of this article through the submission by the employee of a claim to the health insurance provider so long as the insurance plan provides this eye examination benefit. Upon submission of a proper reimbursement request, the Trustees shall reimburse the employee for any actual co-payment.
5. All employees who spend at least sixty six and two-thirds percent (66 2/3%) of time operating a computer shall be entitled to an annual

reimbursement of up to one hundred dollars (\$100.00) for corrective lenses and up to one hundred fifty dollars (\$150.00) for progressive lenses.

ARTICLE 15. CONCLUSION OF NEGOTIATIONS

- A. The Trustees and MSEA agree that this Agreement is the entire Agreement, terminates all prior Agreements or understandings and concludes all collective negotiations during its term. Neither Party will during the term of this Agreement seek to unilaterally modify its terms through legislation or other means which may be available to them.
- B. Each Party agrees that it shall not attempt to compel negotiations during the term of this Agreement on matters that could have been raised during the negotiations that preceded this Agreement, matters that were raised during the negotiations that preceded this Agreement or matters that are specifically addressed in this Agreement.

ARTICLE 16. CONTRACT ADMINISTRATION

The Parties acknowledge that problems of general administration (as opposed to individual employee grievances) may arise during the administration of this Agreement, which may require the Trustees and MSEA to meet from time to time for the purpose of reviewing the general administration of the Agreement. The Parties agree to so meet within a reasonable time at the request of either Party. Unless a problem is of an emergency nature, the Party requesting a meeting will submit a written agenda one (1) week in advance of any such meeting.

ARTICLE 17. COPIES OF AGREEMENT

The Parties shall jointly arrange for printing copies of the Agreement. Each Party shall pay for the copies it requires for distribution.

ARTICLE 18. COURT SERVICE

If an employee is required to appear in court or pursuant to a subpoena or other order of a court or body or to perform jury service, and such appearance or service results in his/her absence from work, he/she shall be granted court service leave for the period of time necessary to fulfill such requirement. Any employee who makes an appearance and whose service is not required shall return to work as soon as practicable after release.

An employee on court service leave for a full day shall receive for each such day of jury service on which they would have otherwise worked, their straight-time hourly rate for normally scheduled work hours. The employee retains the check issued by the court.

Any employee returning to work from court service leave shall be paid by the Trustees for his/her normal scheduled hours.

The provisions of this Article shall not apply to an employee summoned to or appearing before a court or body as a party to any private legal action, which is not job related.

ARTICLE 19. COURT TIME

An employee who is called to appear as a witness in his/her official capacity by a court, including administrative court, on a scheduled day off, a scheduled vacation day or other approved day off shall be paid for the hours so spent, including actual, necessary travel time, at his/her regular hourly rate. Payment under this Article shall be the total payment for such court time from all sources other than regular pay for the scheduled day off. An employee who is assigned a MCC System vehicle shall be entitled to use such vehicle on such occasions.

ARTICLE 20. DEFERRED COMPENSATION

The Trustees agree to submit deductions of the employees who participate in the Deferred Compensation program by payroll deduction as soon as practicable but no later than ten (10) workdays after such deductions are made.

ARTICLE 21. DENTAL INSURANCE

The Trustees agree to pay one hundred percent (100%) of the employee premium of a dental insurance program for full-time employees. The benefit levels of this program shall provide one hundred percent (100%) coverage for preventative care and eighty percent (80%) coverage for general service care. The Trustees agree to provide payroll deduction for dental insurance, provided such arrangements are agreed to by the insurance carrier. Dependent coverage will be available provided there is sufficient employee participation in the dental insurance program. Dependent coverage will be at the employee's expense.

ARTICLE 22. DISCIPLINE

1. No employee shall be disciplined without just cause. Notwithstanding the foregoing, new employees in an initial probationary period may be dismissed without the necessity on the part of the Trustees of establishing just cause.

Disciplinary action shall be limited to the following: oral reprimand, written reprimand, suspension, demotion, dismissal. The principles of progressive discipline shall be followed.

2. No employee covered by this Agreement shall be suspended without pay, demoted or dismissed without first having been given notice in writing of the disciplinary action to be taken, except as otherwise specifically provided hereinafter. The conduct for which disciplinary action is being imposed and the action to be taken shall be specified in a written notice. Any employee receiving a notice of suspension or dismissal will be afforded an opportunity to meet with the System President or his/her designee prior to the action proposed. A Union representative/steward may be present. An employee may be suspended, demoted or dismissed prior to the notice of discipline in instances of gross misconduct, or instances where the System President or his/her designee determines that the employee's continued presence on the job represents a potential danger to persons or property, or would severely interfere with the applicable MCC/System Office operations or security. Employees are on notice that a finding of having committed the offense of physical abuse is excluded from progressive discipline and may result in termination on first offense.

Any employee suspended without pay, demoted or dismissed, may initiate appeal of such disciplinary action at the System President step of the Grievance and Arbitration Procedure within fifteen (15) workdays after the employee becomes aware of such disciplinary action.

ARTICLE 23. DUES DEDUCTION

1. MSEA-SEIU shall have exclusive rights to payroll deduction of membership dues, member contributions, service fees and premiums for any MSEA-SEIU sponsored programs.
2. The Trustees agree to deduct MSEA-SEIU membership dues, member contributions, service fees and insurance premiums from the pay of those employees who individually request in writing that such deductions be made, except as otherwise provided in the Union Security Article. Employees who have already authorized such deductions shall not be required to submit new authorizations upon the execution of this Agreement. The employee's written authorization for the payroll deductions shall contain the employee's name, Social Security number, MCC in which employed, and work location. Such authorization shall be transmitted by an authorized representative of MSEA-SEIU or the employee to the Finance Director through the applicable MCC business office. When such authorization is transmitted directly from the employee to the applicable MCC business office, a copy of the authorization shall be sent to MSEA-SEIU.
3. Any change in the amounts to be deducted shall be certified to the Finance Director by the Treasure of MSEA-SEIU at least thirty (30) days in advance of the change. The aggregate deductions of all employees shall be submitted to MSEA-SEIU together with an itemized statement as soon

as practicable but no later than ten (10) workdays after such deductions are made.

4. MSEA-SEIU shall indemnify and hold the Trustees harmless against any and all claims, suits, orders or judgments brought or issued against the Trustees as the result of the action taken or not taken by the Trustees under the provision of this Article.
5. New employees eligible upon completion of six (6) months service for coverage by this Agreement may also have such payroll deduction during their initial six (6) month period.

ARTICLE 24. EMPLOYEE DATA

So long as not prohibited by law and to the extent possible, the System President shall furnish to MSEA quarterly, at Union expense, a listing of the then-available information, specified hereinafter, for each employee covered by this Agreement. The listing shall contain, to the extent practicable, the name, address, Social Security number, class code, classification, pay range and step, MCC/System Office and initial date of hire for each employee covered by this Agreement. MSEA shall indemnify, defend and hold the Trustees harmless against all claims and suits which may arise as a result of the MCC System's furnishing such listing to MSEA.

ARTICLE 25. EMPLOYEE DEVELOPMENT AND TRAINING

1. The Trustees agree to provide advice and counseling to employees with respect to career advancement opportunities which have an impact on their careers.
2. Regular review of its job-related and career development and training programs will be made by the Trustees in order to provide suitable programs for employees covered by this Agreement. When undertaking any such review, the Trustees shall notify employees of such review and take into account suggestions and proposals made by employees.
3. Employees shall be given a reasonable notice of applicable development and training programs available. Such notice shall include an explanation of the procedure for applying for the program. Notices of development and training programs shall be posted for reasonable periods in advance on bulletin boards at applicable work locations within the MCC/System Office involved. The Employer shall make every effort to permit employees' participation in such career development and training programs. Participation in any training inside or outside of work hours which is required as a condition of fulfilling the requirements of the employee's job, or any in-service MCC System training which is conducted or undertaken during normally scheduled work hours will be considered as time worked.

4. The Trustees shall pay tuition, course-related fees, other approved course required costs and for necessary travel and lodging pursuant to established policies and procedures.

ARTICLE 26. EMPLOYEE ORGANIZATION LEAVE

A. Leave for MSEA-SEIU Organization Activities

The Trustees shall provide Employee Organization Leave without loss of pay or benefits for up to (3) combined Supervisory and Support Services unit members and officers of the MSEA-SEIU Board of Directors to attend a maximum of one (1) one-day meeting per month of the Board of Directors. For purposes of this Article, the Board of Directors shall consist of sixteen (16) members: twelve (12) from the Council, the President, Vice-President, Secretary and Treasurer of MSEA-SEIU. Additionally, the Trustees shall provide one (1) day per year Employee Organization Leave with pay for up to fifteen (15) combined Supervisory and Support Services unit MSEA-SEIU members who have an official capacity to attend the annual MSEA-SEIU council meeting. At MSEA-SEIU's discretion, an employee requiring two (2) days leave to attend the annual meeting may be allotted two (2) of the (15) days.

Those affected employees shall take either vacation or compensating time to attend the Convention. After the Convention, within ten (10) workdays, MSEA-SEIU shall furnish the Trustees with the list of names and work locations of employees who shall be granted the fifteen (15) days allowed under this section. The Trustees shall restore vacation and comp time credits used within ten (10) workdays of receipt of MSEA-SEIU's list of eligible employees.

Employees who have no vacation or compensating time credits shall be granted Organization Leave as currently provided. In such case, MSEA-SEIU shall provide the System President with at least two (2) weeks notice of names and work locations of the affected employees. Employees requiring use of vacation or compensating time credits shall be allowed to do so as they have in the past in accordance with the Employee Organization Leave Articles of their respective contracts (i.e., not restricted by terms of Vacation, Comp Time Articles.)

B. Leave for Negotiations

Members of the MSEA-SEIU bargaining team (whose numbers shall not exceed seven (7) for this unit plus the President and Vice President of MSEA-SEIU if either or both are employed in this unit) shall suffer no loss in pay or benefits for participation in negotiations for a successor Agreement. Additionally, leave may be requested for other members necessary for participation on specific negotiation issues and shall not be unreasonably denied.

MSEA-SEIU shall give reasonable notice to the System President of the names of those bargaining team members who will be attending particular bargaining sessions. MSEA-SEIU recognizes that exceptional circumstances might preclude the release of an individual on a particular day. The MCC System Office will notify affected MCC's of those individuals designated or otherwise requested to be made available on particular dates for participation in negotiations and will inform those agencies of the day, or days, when negotiations will take place.

No additional compensation shall be paid if negotiations extend beyond the end of employee's normal work hours.

C. Stewards

The union may designate a reasonable number of employees to act as stewards on its behalf. A list of such employees designated as stewards shall be given to the MCC System Office and to appropriate officials at the appropriate MCC/System Office. Such stewards will be allowed a reasonable amount of time away from their work without loss of pay to investigate and process grievances. Prior to leaving his/her workstation to attend such business, a steward shall obtain consent of his/her supervisor. If operational considerations or workloads temporarily delay the release of a steward to attend to proper duties under this Article, he/she will be released for such purpose as soon as practicable. Whenever a steward works on union business and such work extends beyond the end of his/her normal workday, such activity shall not be considered as time worked for overtime purposes. Any travel or other expenses of steward's activities shall not be borne by the Trustees.

There shall be a total of 14 days per year within the MCCS to be shared by the Support & Supervisory units for all stewards and chief stewards without loss of pay or benefits to participate in official MSEA-SEIU sponsored steward training. MSEA-SEIU shall provide MCC/System Office with at least two (2) weeks notice of names and work locations of the stewards and chief stewards participating. No additional compensation shall be paid if the training extends beyond the end of the employee's normal work hours. Such leave shall not be withheld unless operational needs so require and shall not be arbitrarily denied.

D. MSEA-SEIU Grievance Committee

The Trustees shall provide Employee Organization Leave without loss of pay or benefits for one (1) Support Services or Supervisory bargaining unit member to attend a maximum of (1) one-day meeting per month of the MSEA-SEIU Grievance Committee.

MSEA-SEIU Grievance Committee members traveling one hundred (100) miles or more to monthly Grievance Committee meetings shall be entitled to leave without loss of pay or benefits for actual and necessary travel time.

E. Leave for Other Organizational Business

Employees engaged in MSEA-SEIU business may apply for administrative leave without pay. Such applications shall not be unreasonably denied, and if denied the reasons for the denial shall be stated to the applicant in writing.

F. Travel Time

Leave provided in paragraphs A and B this Article shall apply to and cover actual and necessary travel to and from such meetings required during normal working hours on the day of the meeting or negotiations, except that MSEA-SEIU bargaining team members traveling one hundred (100) miles or more to negotiations shall be entitled to travel time outside of days of negotiations.

ARTICLE 27. EXPENSE REIMBURSEMENT

A. Mileage Allowance

1. Employees who are handicapped and operate their own personal wheelchair lift other specially equipped vehicle on MCCS business shall receive a mileage reimbursement rate of no less than forty-one (\$.41) cents per mile.
2. Employees shall be reimbursed at a level equal to the maximum IRS rate. Should any changes occur in the prevailing rate during the life of this agreement, they shall become effective on the date that coincides with the IRS date or change.

B. Lodging and Meal Expenses

1. Employees in travel status in the performance of their duties shall be entitled to expenses of necessary lodging and/or meals. They shall be allowed actual reasonable costs of lodging and/or meals, including tax and gratuities, provided that with respect to meals consumed in Maine, the maximum amount which shall be allowed for breakfast shall be six dollars (\$6.00), for lunch, eight dollars (\$8.00) and for dinner, fourteen dollars (\$14.00) or maximum per diem rate of twenty eight dollars (\$28.00) per day with receipts.

Notwithstanding this provision, employees in any MCC/System Office which, as of January 1, 1979, had a formal written policy providing higher limits reimbursing employees for meals shall have such limits continued.

Nothing contained in this Article shall be deemed to alter the present Trustees policy prohibiting reimbursement for noon meals unless the meal is part of an organized meeting or program or overnight travel.

2. Estimated travel expenses shall be advanced to employees when reasonable and when requested. Any reimbursement of expenses shall be made as soon as possible following the submission of expense reports.
3. Receipts shall not be required for reimbursement for meals under twelve dollars (\$12.00).

C. Telephone Expenses

1. When an employee is specifically required by the Trustees to have a telephone in his/her residence, the Trustees shall pay nine dollars (\$9.00) of the basic monthly charge. These payments shall be made on a semi-annual basis in January and July and shall be pro-rated for those employees who become eligible or terminate MCC System service between the semi-annual payments.

Those entitled to the nine dollar (\$9.00) per month payments include but are not limited to employees in the classifications of:

Auto Mechanic
Boiler Operator
Facilities Maintenance Supervisor
Maintenance Mechanic Supervisor
Maintenance Mechanic
Plumber II

2. The Trustees shall pay all employees' authorized telephone toll charges. In lieu of submitting copies of their personal telephone toll charge statements, employees may elect to submit an itemized accounting of such calls on a regular State voucher.
3. The Trustees shall issue telephone credit cards as needed on a case by case basis.
4. An employee away from home overnight on the business of the Trustees shall have the right to one (1) five (5) minute telephone call per night within or to the State of Maine at the Trustees' expense.

D. Internet Reimbursement

The Trustees shall pay all employees who are responsible and are required to maintain an internet connection at their home a monthly stipend of twenty-five dollars (\$25.00). These payments shall be made on a semi-annual basis in January and July and shall be pro-rated for those employees who become eligible or terminate MCC System service between the semi-annual payments.

E. Cell Phone Reimbursement

The Trustees shall pay all employees who are required to maintain cell phone service a monthly stipend of twenty-five dollars (\$25.00). These payments shall be made on a semi-annual basis in January and July and shall be pro-rated for those employees who become eligible or terminate MCC System service between the semi-annual payments.

ARTICLE 28. GRIEVANCE PROCEDURE

1. Definitions and Scope

- 1.1 Employees shall have the right to present grievances in accordance with the procedures prescribed in this Article.
- 1.2 For purposes of this Agreement, a grievance is a dispute concerning the interpretation or application of the terms or provisions of this Agreement. It is intended that this shall not mean administrative matters under the Retirement System and the Group Health Insurance Program.

2. Procedure

- 2.1 Step 1 Within fifteen (15) workdays after the act or omission which gives rise to the grievance or an employee becomes aware or should have reasonably become aware that he/she has a

grievance, the employee and/or his/her representative shall present the grievance orally or in writing to his/her immediate supervisor and state that the matter is a grievance. The immediate supervisor shall be responsible for taking such steps as are advisable, including consultation with superiors with authority to resolve the grievance, in an effort to resolve the grievance.

2.2 Step 2 If the grievance is not resolved within ten (10) workdays of submission at Step 1, within ten (10) workdays thereafter the employee and/or his/her representative may present the grievance in writing, stating the nature of the grievance and the remedial action requested to the President of the applicable MCC/System who shall provide the employee and/or his/her representative with his/her decision in writing within ten (10) workdays of submission.

2.3 Step 3 If the grievance is not resolved at Step 2, within ten (10) workdays after receipt of the written decision of the MCC/System President the employee and/or his/her representative may appeal to the System President of the MCC System by filing with him/her a written notice of appeal, together with copies of the written grievance and the Step 2 decision. The System President or his/her representative shall meet with the employee and/or his/her representative and shall provide the employee and/or his/her representative with a written decision within fifteen (15) workdays of receipt of the appeal.

2.4 Step 4

(a) If the grievance has not been satisfactorily resolved at Step 3, then MSEA may submit the grievance to arbitration by submitting a request for arbitration to the System President of the MCC System as well as a statement of the grievance specifying the Article, section or clause of the contract alleged to have been violated, along with the concise statement of facts surrounding the issue and the remedial action requested. The request for arbitration shall be made by personal service or by mailing by registered or certified mail within fifteen (15) workdays of the receipt of the Step 3 decision.

(b) Upon receipt by the System President of the MCC System of a request for arbitration, the Parties shall attempt to mutually agree upon an arbitrator. If unable to agree upon an arbitrator within five (5) workdays of receipt of the request for arbitration, the arbitrator shall be selected through the American Arbitration Association ("AAA") in accordance with the AAA rules then in effect.

The request for arbitration along with a request for a list of arbitrators must be filed within six (6) weeks of the System

President's receipt of the request for arbitration, in order for the AAA administration fee to be shared equally by the Parties. If such request is not filed with AAA by the expiration of the six (6) weeks but is filed within twelve (12) weeks of the System President's receipt of the request for arbitration, MSEA shall pay the entire AAA administration fee. If a request has not been filed with AAA within twelve (12) weeks of the System President's receipt of the request for arbitration, MSEA will be deemed to have waived its right to appeal the Step 3 decision to arbitration.

AAA shall be requested to submit a list of not less than nine (9) nor more than fifteen (15) names of possible arbitrators, all of whom have had public sector experience.

- (c) Within five (5) working days from the day of receipt of said list from the AAA, the Parties shall confer for the purpose of selecting an arbitrator. The Parties shall select the arbitrator by alternately striking one name from the list until one name remains. The right of a Party to first strike a name from the list shall be determined by lot. In the event the last name on the list is unsatisfactory to either of the Parties, the matter shall then be submitted that day to the AAA for selection of an impartial arbitrator in accordance with the rules of the AAA then in effect.
- (d) The decision of the arbitrator shall be final and binding consistent with applicable law and this Agreement. The arbitrator shall have no authority to add to, subtract from or modify any provisions of this Agreement. All costs of arbitration, including fees and expenses of the arbitrator, shall be divided equally between the Parties, except as provided in section 2.4(b) of the Article, and except that each Party shall bear the costs of preparing and presenting its own case.
- (e) The arbitrator shall fix the time and place of the hearing, taking into consideration the convenience of the Parties. The arbitrator shall be requested to issue a written decision within thirty (30) days after completion of the proceedings. The arbitrator shall be bound by the rules of the AAA which are applicable to labor relation's arbitrations and which are in effect at the time of the arbitration. In the event of a disagreement regarding the arbitrability of an issue, the arbitrator shall make a preliminary determination as to whether the issue is arbitrable. Once a determination is made that such a dispute is arbitrable, the arbitrator shall then proceed to determine the merits of the dispute.

3. General Provisions

- 3.1 Employees shall not be denied MSEA representation at any stage of the grievance procedure and MSEA shall have the exclusive right to represent employees in any grievance. When an employee elects to pursue a grievance at Steps 1, 2, or 3 without representation, MSEA shall have the right to be present at any grievance step meeting and shall receive copies of written determinations, if any, at all stages. No resolution of a grievance shall be inconsistent with the provisions of this Agreement.
- 3.2 All of the time limits contained in this Article may be extended by mutual agreement of the Parties and such extensions shall, in order to be effective, be confirmed in writing. The parties may mutually agree to bypass steps of the grievance procedure.
- 3.3 In no event can a grievance be taken to the next or any succeeding step of this procedure unless the employee and/or his/her representative meet the time limits or extensions thereof. Failure to adhere to the prescribed time limits or extensions thereof shall constitute a waiver of the applicable step and the employee and/or MSEA may proceed to the next step.
- 3.4 Grievances resolved at Steps 1 or 2 shall not constitute a precedent unless a specific agreement to that effect is made by the System President or his/her designee and MSEA.
- 3.5 Any grievance involving two (2) or more employees within the bargaining unit within the same applicable MCC/System may be processed jointly and shall be initiated with the most immediate common supervisor of the employees involved.
- 3.6 An aggrieved employee and/or his/her representative shall have the right to inspect and to obtain copies of any records, documents and other materials relevant to the grievance and in the possession of the Trustees.
- 3.7 An aggrieved employee and any employee witnesses as may be reasonable shall not suffer any loss of pay and shall not be required to charge leave credits as a result of processing grievances during such employee's or witnesses' regularly scheduled working hours, provided, however, that when such activities extend beyond such employee's or witnesses' scheduled working hours such time shall not be considered as time worked. Such release time shall not be construed to include preparation of paper work, record keeping, conferences among Association officials or preparation for representation at a grievance hearing.
- 3.8 The settlement or an award upon a grievance may or may not be retroactive as the equities of each case demand.

ARTICLE 29. HEALTH AND SAFETY

The Trustees will take appropriate action to assure compliance with all applicable laws concerning the health and safety of employees in its endeavors to provide and maintain safe working conditions. MSEA agrees to support any programs required to meet the health and safety needs of employees.

ARTICLE 30. HEALTH INSURANCE

The Board shall provide health insurance coverage for MCCS employees. The Board agrees to continue to pay the full cost of employee coverage and sixty percent (60%) of spouse and dependent coverage for full-time employees.

ARTICLE 31. HOLIDAYS

1. Employees have the following paid holidays: New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Friday following Thanksgiving Day and Christmas Day. A holiday shall be considered eight (8) hours for a full-time employee and shall be pro-rated accordingly for part-time employees. In no event shall an employee receive more than eight (8) hours per holiday. Time during which an employee is excused from work on holidays shall be considered as time worked for the purpose of computing overtime.
2. Any holiday falling on Saturday shall be observed on the preceding Friday and any holiday falling on Sunday shall be observed on the following Monday. Employees who work the calendar date and who are off on the observed date shall be paid the appropriate holiday rate for the calendar date only. Employees who are off on the calendar date and who work on the observed date shall be paid the appropriate holiday rate for the observed date only. Employees who work both the calendar date and the observed date shall be paid the appropriate holiday rate for the observed date only. A reasonable attempt shall be made not to schedule an employee for both the calendar date and the observed date of a holiday. Employees who are not scheduled to work either the calendar or the observed day of the holiday shall be given either another day off within the same workweek or a day's pay at the option of the MCC/System Office.
3. In addition to regular pay for holidays, those employees who are currently eligible for premium overtime pay shall be entitled to one and one-half (1 1/2) times their hourly rate for time worked on holidays. In lieu of premium pay, eligible employees may, upon mutual agreement, take compensating time at the rate of one and one-half (1 1/2) hours of compensating time for each hour of holiday work. Employees not eligible for premium pay shall be paid or, upon mutual agreement, be given

compensating time off at an hour for hour basis. Compensating time shall be used pursuant to the provisions of [Article 11, Compensating Time](#).

4. To be eligible for holiday pay an employee must be in pay status or an approved leave of absence the last hour of his/her scheduled work day prior to the holiday and in pay status the first hour of his or her scheduled work day after the holiday.
5. Holiday Pay for Part-time Employees will be prorated. Paid holiday hours are determined by dividing the number of authorized hours by forty (40) and multiplying by eight (8). Holiday hours to be paid are subtracted from the authorized position hours to determine remaining hours to be worked. Proration will occur in accordance with Appendix B.

ARTICLE 32. HOURS AND WORK SCHEDULES

1. The MCC System or other operational unit work schedules and practices including work schedules or practices peculiar to particular classes, in effect on the effective date of this Agreement, shall not be changed without the employer informing MSEA in advance and negotiating the impact of such changes, if requested, on the affected employees. Negotiations shall occur no longer than a thirty (30) day period prior to the implementation of the change. If the Parties have not reached agreement within the thirty (30) day period, the obligation to bargain shall continue.
2. To the extent practicable, employees shall be scheduled in a manner that will not result in split shifts, split days off or frequent changes in work schedules. Every practical effort will be made to equitably treat employees whose jobs require that they work irregular or frequently changed hours, shifts or workweeks.
3. It is recognized that involuntary work schedule changes may have an adverse impact on employees, and the employer recognizes its obligation to avoid or minimize such adverse impact to the extent practicable. An employee will be given at least fourteen (14) calendar days' notice prior to the effective date of the change in his/her individual schedule unless emergency or unforeseen developments preclude the possibility of such notice.
4. All time during which an employee is required to be on active duty shall be considered hours worked.
5. Employees who perform excessively dirty work or who work with toxic or noxious material shall be allowed five (5) minutes personal wash-up time before regularly assigned meal periods and at the end of their workday.
6. Job sharing by qualified employees may be permitted at the discretion of the System President as permitted by statutory procedures.

7. Present practices with respect to travel time shall be continued.
8. Maintenance employees in the MCCA shall be entitled to eight (8) hours rest including travel time after fifteen (15) consecutive hours of work.

ARTICLE 33. LIFE INSURANCE

The Trustees shall pay the full premium of the employee's basic group life insurance.

ARTICLE 34. MAINTENANCE OF BENEFITS

With respect to negotiable wages, hours and working conditions not covered by this Agreement, the Trustees agree to make no changes without appropriate prior consultation and negotiations with the Association unless such change is made to comply with law, and existing rules and regulations of the Trustees including written Policies and Procedures, General Orders, General Operating Procedure, or Standard Operating Procedures.

ARTICLE 35. MANAGEMENT RIGHTS

The MSEA agrees that the Trustees have and will continue to retain the sole and exclusive right to manage its operations and retain all management rights, whether exercised or not, unless specifically abridged, modified or delegated by the provisions of this Agreement. Such rights include but are not limited to: the right to determine the mission, location and size of all MCCA and facilities; the right to direct its work force; to administer the merit system; to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with the law; to discipline and discharge employees; to determine the size and composition of the work force; to eliminate positions; to make temporary layoffs at its discretion; to contract out for goods and services; to determine the operating budget of the MCC; to install new, changed or improved methods of operations; to relieve employees because of lack of work or for other legitimate reasons; to maintain the efficiency of the MCC System operations entrusted to them; and to take whatever actions may be necessary to carry out the mission of the MCC System in situations of emergency.

ARTICLE 36. MILITARY LEAVE

Employees who are members of the National Guard or other authorized State military or naval forces, and those employees who are members of the Army, Air Force, Marine, Coast Guard or Naval Reserve shall be entitled to a leave of absence from their respective duties, without loss of pay, and shall accrue sick and annual leave and seniority during periods of annual training not to exceed seventeen (17) calendar days in any federal fiscal year, as specified by provisions of the National Defense Act or Armed Forces Reserve Act of 1952. Additional military leave shall be provided in

accordance with the Uniformed Services Employment and Reemployment Rights Act ("USERRA").

ARTICLE 37. MSEA MEMBERSHIP PACKETS

Each newly hired employee eligible upon completion of six (6) months service for coverage by this Agreement shall be provided by the Trustees with an MSEA-furnished membership packet along with other orientation materials which are regularly provided to new employees. MSEA shall be solely responsible for the material contained in such packets, which shall conform to standards contained in [Article 8](#), Bulletin Boards. Any questions concerning the contents of these packets or MSEA programs shall be referred to MSEA. MSEA shall supply the packets to the points of distribution. In addition, the Trustees shall supply MSEA with a listing on the first of each quarter to include: Social Security number, date hired, name, address, class title, class code and work location for each newly hired employee. The Trustees will identify those employees who are seasonal. The Trustees shall also notify MSEA of the same information as to each employee coming under coverage of this Agreement due to promotion, demotion, reclassification, transfer, other change of status and those employees who have terminated their MCC System service within thirty (30) days of determination of such change.

MSEA shall indemnify and hold the Trustees harmless against any and all claims, suits, orders or judgments brought or issued against the Trustees as the result of negligence in actions taken or not taken by the Trustees under the provisions of this Article.

ARTICLE 38. MSEA RETIREMENT HANDBOOK

The Trustees shall provide MSEA with a monthly listing of employees who make application for retirement so that MSEA may forward a copy of their retirement handbook to such employees for informational purposes.

ARTICLE 39. NON-DISCRIMINATION

The Trustees agree to continue its established policy against all forms of illegal discrimination, including 1) discrimination with regard to race, creed, color, national origin, sex, marital status, age, physical disability or mental disability, unless based upon a bona fide occupational qualification; and 2) intimidation or harassment on the basis of race, creed, color, national origin, sex, marital status, age, physical or mental disability.

MSEA agrees to continue its policy to admit all members to membership and to represent all members without regard to race, creed, color, national origin, sex, marital status, age, physical disability or mental disability.

MSEA agrees to support affirmative action programs mandated by law and any other affirmative action programs affecting the MCC System which comply with or are mandated by applicable State and federal laws.

MSEA and the Trustees agree that discrimination, intimidation, or harassment of employees, including sexual harassment in all its various forms, is unacceptable conduct and will not be condoned or tolerated by MSEA or the Trustees.

The MCC System and MSEA agree that any disputes arising out of the provisions of this Article may be processed through the grievance procedure contained in [Article 28](#) subject to the MCC System's right to have any such grievance considered at the appropriate level or steps by the MCC System's Affirmative Action Officer. In instances involving discrimination complaints, the employee will submit the discrimination complaint to Step 3 of the grievance process prior to engaging in any external review of the complaint. This provision shall not preclude other legal remedies provided by law.

ARTICLE 40. OUTSIDE EMPLOYMENT

Employees may engage in other employment outside of their MCC System working hours so long as the outside employment does not involve a conflict of interest with their MCC System employment. Whenever it appears that any such outside employment might constitute a conflict of interest, the employee is expected to consult with the System President or his/her designee prior to engaging in such outside employment. Employees of MCC/System where there are established procedures concerning outside employment for the purpose of insuring compliance with specific statutory restrictions on outside employment are expected to comply with such procedures.

ARTICLE 41. OVERTIME ASSIGNMENTS

In classifications where employees are eligible for overtime pay and within a work group or at a work location as appropriate, overtime work shall be equalized to the extent possible among employees within a classification who normally perform the duties involved.

When the required overtime duties normally overlap from one classification to another, every attempt shall be made to equalize such work among members of those classifications.

In the event no employee accepts required overtime work, the Trustees shall assign employees within the work location involved from the appropriate work group to perform the overtime work by continuing rotation in inverse order of seniority. Employees who are unavailable, including employees who are on vacation, sick leave or other approved leaves of absence, and employees for whom the requirement of overtime work would cause undue hardship, shall be excused from a required overtime assignment. Employees so excused shall not lose their eligibility for overtime equalization.

Work in progress, when appropriate, shall be completed by the employee performing the work at the time the determination is made that overtime is required except that an employee for whom the requirement of overtime work would cause undue hardship shall be excused from the overtime assignment.

ARTICLE 42. PERMANENT STATUS

Once hired, each new MCCS employee shall serve a six (6) month probationary period. During probation, the employee can be dismissed at any time without the establishment of just cause. Any such dismissal is final and will not be subject to the grievance procedure or grievance arbitration.

An employee's probationary period may be extended for up to (3) months. The Trustees will provide the written notice regarding the status of the probationary period (pending unforeseen circumstances) at least two (2) weeks prior to the end of the probationary period. No employee's probationary period shall be extended without the employee being informed in writing prior to the expiration of such period. Unless notified in writing otherwise prior to expiration of his/her probationary period or extension thereof, the employee shall be granted permanent status immediately following such probationary period. Time off for unpaid leave during probation or extension of probation shall not count toward either period.

The "just cause" provisions of the Agreement shall not apply to an employee serving an extended initial probation.

Employees promoted to a new job classification will serve a three (3) month probationary period.

ARTICLE 43. PERSONAL SERVICES

No employee shall be required to perform services of a personal nature.

ARTICLE 44. PERSONNEL FILES

1. An employee, upon written request to or after prior arrangement with the President of the MCC or System President of the MCC System shall be permitted to review his/her personnel files. Such review shall take place during normal hours and shall be conducted under the supervision of the appropriate records custodian or MCC representative. An employee may review his/her personnel files at reasonable times during his/her regular work hours if such review does not require travel out of the normal work area. An employee shall be allowed to place in such file a response of reasonable length to anything contained therein which the employee deems to be adverse.
2. An employee's personnel file shall include, but not be limited to, all memoranda and documents relating to such employee which contain

commendations, employee performance appraisals or ratings and records of training programs completed.

3. Upon request an employee shall be provided a copy of any or all materials in his/her personnel files provided that such copies shall be provided at the employee's expense. Copies of materials added to the employee's personnel file after the effective date of this Agreement shall be furnished at the Trustees' expense and sent to each employee simultaneously with it being placed in his/her personnel file.
4. Upon request of an employee, records of reprimands and preventable accident reports shall be removed from personnel files after five (5) years from the date of the occurrence provided that the employee has had no further disciplinary action since that date. Upon request of an employee, records of suspensions and disciplinary demotions shall be removed from personnel files after five (5) years from the date of the occurrence provided that the employee has had no further disciplinary action since that date. However, records of discipline resulting from violations of Board of Trustees sexual harassment policy shall not be removed from personnel files under the provisions of this paragraph.
5. Each college shall maintain, for official College purposes, one (1) personnel file for each employee. This file shall be kept under conditions that ensure its integrity and safekeeping. The contents of the personnel file will be made available to the employee and his/her designated representative, the employee's supervisor, and the College/System management and will be shared only on a "need to know" basis.
6. In a specific personnel action, no use may be made of any material which has not been properly and timely placed in the personnel file. Any material to be included in a personnel file related to recommendations for appointment to a position or other specific personnel action made by an individual or a committee shall be included as soon as a decision on that action is reached.

ARTICLE 45. PRE-RETIREMENT COUNSELING

- A) Up to six (6) days of leave without loss of pay or benefits shall be provided to a member of the Support Services or Supervisory bargaining units to provide pre-retirement counseling to employees.
- B) Employees within one (1) year of retirement shall be entitled to eight hours of leave without loss of pay or benefits to attend pre-retirement counseling.

ARTICLE 46. PROFESSIONAL DEVELOPMENT

The MCC System shall reimburse employees up to eight hundred and fifty dollars (\$850) per year for the cost of tuition and other related expenses for courses of study taken to enhance current job skills, to enhance career advancement opportunities within the classifications of the MCC System, or as required for a credential. Tuition and other related expenses to be reimbursed must have prior approval of the College President or his/her designee.

ARTICLE 47. PROPERTY DAMAGE

The Trustees shall continue to reimburse employees for personal property of replacement value up to \$100, otherwise a reasonable value will be reimbursed for damaged, destroyed or stolen while in the performance of their duties in accordance with established procedures.

ARTICLE 48. RECLASSIFICATIONS

Definitions. For the purpose of this Agreement the following terms are defined as follows:

- (a) Classification and reclassification. Classification and reclassification are the assignment or reassignment, respectively, of a position or group of positions to an occupational classification which is appropriate for compensation and employment purposes.
- (b) Allocation and reallocation. Allocation and reallocation are the assignment or reassignment, respectively, of a classification to the appropriate grade in the compensation plan.
 - 1. Except for reclassification and reallocations in connection with a reorganization, any reclassification or reallocation decision of the Classification Committee or the Arbitrator or Alternate shall be effective as of the date of the written initiation of the reclassification or reallocation request by the employee, MSEA or the MCC System and shall be implemented retroactively when the funds are provided pursuant to budgetary procedures. The Trustees shall pay the

employee reclassified or reallocated interest of one percent (1%) per month on all monies due as a result of the reclassification or reallocation from the date of the final decision until payment.

2. Reclassification and reallocations in connection with a reorganization shall be effective on the date they are approved and implemented.
3. No employee shall be reduced in salary as a result of reclassification or reallocation.
4. An employee shall be provided with a copy of his/her job description when appointed to a position and whenever the job description is changed.
5. If qualifications for a classification change, affected employees currently working in the class will be grand fathered except where licensing, registration, certification or special qualifications are required by State law, federal law or court order, or except where licensing, registration, certification or special qualifications are required to obtain or maintain federal funds.
6. For the duration of this Agreement, the Parties agree to adopt the Maine Community College System job descriptions as of the signing of this Agreement for the purposes of classification and reclassification decisions and appeals, and to use the Maine Community College System Position Evaluation Plan for the purpose of allocation decisions and appeals.
7. Requests for actions described in the definitions above shall be initiated by the requesting employee(s) submitting to the College President and the employee's supervisor two copies of a complete job analysis form which has been signed and dated by the employee(s). The College President shall review and forward to the System within twenty (20) working days. If the request is not forwarded within this timeframe the employee(s) may forward a signed and dated copy to the System.
8. Requests for reclassification actions shall be reviewed by a Classification Committee, comprised of up to three (3) representatives selected by the MSEA and up to three (3) representatives selected by the MCCS. The System shall provide release time as necessary for the participation of MSEA representatives. The Classification Committee shall review the request and respond with a determination to the employee(s) within sixty (60) work days of receipt by System Office.
9. If the Committee is unable to reach a decision, the System shall determine the classification.

10. If there is a dispute with the System's decision, the parties shall first address the dispute through mediation prior to submitting the dispute to arbitration. The process will include the employee(s), an MSEA representative, the College President's designee, and the System President's designee and/or Classification Review Committee members, as appropriate. The mediator may also request additional parties as he/she deems necessary.
11. If the dispute is not resolved in mediation, MSEA may appeal to final and binding arbitration a determination on the classification. Such appeal shall be made within fifteen (15) workdays of the mediator's recommendation. Arbitration cases will be heard chronologically, by date of appeal, unless the Parties mutually agree otherwise. The Parties agree to utilize the services of an arbitrator. Subsequent selection of an arbitrator, if necessary, shall be agreed to within sixty (60) days of the termination of an arbitrator. Arbitrators shall be experienced in job evaluation disputes. If the Parties cannot agree on the selection of arbitrator, they shall seek the assistance of the American Arbitration Association. The Parties shall share equally the costs and expenses of the arbitrator and each party shall bear the costs of preparing and presenting its own case.

Note: This article becomes effective on the date of the signing of this agreement.

ARTICLE 49. RELOCATIONS

When an employee is permanently reassigned or transferred to a new work location thirty-five (35) or more miles away from his/her present work location to accommodate the Trustees operational needs, he/she shall be reimbursed for actual, reasonable and necessary moving expenses by common carrier. If the Trustees require an employee to live in a specified zone or district after initial assignment, the employee will be reimbursed for actual reasonable and necessary moving expenses by common carrier.

An employee will not be permanently reassigned or transferred for disciplinary or arbitrary or capricious reasons. Unless specific requirements dictate otherwise, transfers and reassignments shall be on a voluntary basis from among qualified employees. The most senior employee who is qualified to perform the duties of the position shall be entitled to the transfer or reassignment. If there are no qualified volunteers, the least senior qualified employee shall be transferred. In the event the least senior qualified employee has children of elementary or secondary school age, he/she shall be exempted from this provision in the event no schools are available in the new assignment area or if suitable educational arrangements for such children cannot be mutually agreed to.

The Trustees shall provide ninety (90) days advance notice of such relocations whenever possible, and in the event that less than ninety (90) days notice is provided, the Trustees will pay reasonable temporary relocation expenses, pursuant to the

Lodging and Meals Article of this Agreement, for any period of less than ninety (90) days notice.

This Article does not apply to employees relocating in connection with any reduction in force or to employees in job classes which traditionally have required performance of duties at other than a fixed location.

ARTICLE 50. RESPONSIBILITIES OF THE PARTIES

The Trustees and MSEA acknowledge the rights and responsibilities of the other Party and each agrees to discharge its responsibilities under this Agreement. The MSEA, its officers and representatives at all levels, and all employees are bound to observe the provisions of this Agreement. The Trustees and its officers and representatives at all levels are bound to observe the provisions of this Agreement.

In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

- a) **Exclusive Negotiations.** The Trustees will not bargain collectively or meet with any employee organization other than MSEA with reference to terms and conditions of employment of employees covered by this Agreement. If any such organizations request meetings they will be advised by the Trustees to transmit their requests concerning terms and conditions of employment to MSEA.
- b) **Employees' Rights.** There shall be no interference, intimidation, restraint, coercion or discrimination by either the Trustees or MSEA as a result of the exercise by any employee within the bargaining unit of his/her statutory rights related to membership in MSEA or any other right granted under the University of Maine Labor Relations Act.
- c) **Fair Representation.** MSEA acknowledges its statutory responsibility to represent and handle grievances for all employees within the bargaining unit. The Trustees shall not be responsible for actions taken or not taken by MSEA with respect to its responsibility to provide fair representation.
- d) **Efficient Public Service.** The Trustees and MSEA acknowledge their mutual responsibility to encourage and foster efficient and economical service in all activities of the MCC System involving employees. The Parties recognize the responsibility of employees to perform the duties assigned them in an efficient and expeditious manner. The Parties further recognize the responsibility of the Trustees to promote a working environment and a quality of work life conducive to achievement of these goals.
- e) **Settlement of Grievances.** The applicable procedures of this Agreement shall be followed for the settlement of all grievances. All grievances shall be considered carefully and processed promptly.

- f) The Trustees, to the extent possible, shall continue the Employee Assistance Program and other services provided by and through the Bureau of State Employee Health.
- g) When an employee is to experience long term or permanent changes in job duties, the Trustees are obligated to: 1) consult/discuss the changes with the employee so that the employee has an opportunity to input and; 2) provide appropriate and adequate training on work time and at no cost to the employee.

ARTICLE 51. REST AND LUNCH PERIODS

- 1. The present practices of applicable MCC/System with respect to rest periods during the regular workday shall be continued, provided that each employee shall be allowed two (2) rest periods with pay of fifteen (15) minutes during each regular workday. Employees whose duties involve continuous operations where breaks cannot be scheduled shall take personal rest periods as schedules permit.
- 2. Present practices of applicable MCC/System with respect to lunch periods during the regular workday shall be continued, provided that each employee shall be allowed at least one-half (1/2) hour for lunch without pay during each regular day. No employee shall be required to work more than five (5) hours without a one-half (1/2) hour meal break.
- 3. When it is reasonably anticipated that overtime will extend for at least one (1) hour, an employee shall be allowed a rest period with pay of fifteen (15) minutes between the end of a regular work schedule and the beginning of the overtime work. If overtime is to continue beyond two (2) hours, an employee shall be allowed a meal period with pay of at least one-half (1/2) hour after each additional four (4) hours of overtime providing the employee will be continuing to work thereafter. After completing four (4) hours of overtime, the employee shall be allowed a rest period with pay of fifteen (15) minutes during each additional four (4) hours of overtime. It is not the intent of this paragraph to combine the rest and meal periods provided.

ARTICLE 52. RETIREMENT CONTRIBUTION REFUNDS

Refund of an employee's accumulated contributions to the Member's Contribution Fund of the Maine State Retirement System shall be made within forty-five (45) days after receipt by the System of an application for refund.

ARTICLE 53. RULES AND REGULATIONS

In the event of a conflict between the provisions of this Agreement and the rules or regulations as they now exist or may be from time to time amended, the provisions of this Agreement shall apply.

ARTICLE 54. SAFETY REQUIREMENTS

A. Safety Shoes

The Trustees will reimburse employees who are required to wear safety shoes up to one hundred fifty dollars (\$150) for the replacement of safety shoes. These employees shall be eligible for one hundred fifty (\$150) reimbursement up to twice each year for a total not to exceed one hundred fifty dollars (\$150). New employees who are eligible for this reimbursement will be reimbursed after completion of their probationary period and every year thereafter. The reimbursement amount is available for as many pairs of safety shoes as it will buy. Safety shoes must meet ANSI requirements where applicable. Requirements for the wearing of safety shoes will be in accordance with published work rules.

At a minimum, employees in the following classifications shall receive the shoe allowance:

Auto Mechanic	Central Services Worker
Boiler Operator	Electrician
Facilities Maintenance Specialist I	HVAC Technician
Facilities Maintenance Supervisor	Grounds & Equipment Laborer II
Grounds & Equipment Supervisor	Maintenance Mechanic Supervisor
Carpenter	Maintenance Mechanic
Custodian I	Plumber II
Custodian II	Storekeeper
Custodian III	College Store Assistant I

B. Safety Glasses

The Trustees agree to provide safety glasses for all employees required by law to wear safety glasses in the course of performing the duties of their position. For employees who require prescription glasses, the Trustees shall reimburse employees for the purchase of one (1) pair of prescription safety glasses every two years. The Trustees shall reimburse employees for the replacement of prescription safety glasses as needed only if the glasses are broken on duty and deemed not repairable.

Employees eligible to receive safety glasses shall include those employees in the classifications which receive the safety shoe allowance, as well as employees in the following classifications:

Facilities Maintenance Engineer
Manager of Facilities
Multi Fuel Lab Technician
Marine Waterfront Technician
Watchperson

C. Protective Clothing for Electrical Workers

The Trustees will reimburse electrical workers up to four hundred fifty dollars (\$450.00) annually for the purchase of protective clothing as required by NFPA 70E Arc Flash Protection. These employees shall be eligible for reimbursement up to twice each year for a total not to exceed four hundred fifty dollars (\$450.00). New employees who are eligible for this reimbursement will be reimbursed after completion of their probationary period and every year thereafter. Requirements for the wearing of protective clothing will be in accordance with published work rules.

ARTICLE 55. SECTION 125 PLAN

The Trustees shall continue the Section 125 plan to allow pretax treatment of the employee's share of health and dental insurance premiums. The plan will be available as soon as practicable, but no later July 1, 1998.

The plan will be amended to include a medical reimbursement account and a dependent care reimbursement account to be available for enrollment no earlier than July 1, 2003, but no later than December 31, 2003.

ARTICLE 56. SENIORITY

A. Definition and General

1. Seniority for the purpose the described herein is defined as continuous employment, since the last date of hire into a status-granting position.

Employees shall attain seniority upon completion of their initial probationary period retroactive to the date of initial hire. Seniority of part-time employees shall be computed on the basis of hours for which they are compensated exclusive of overtime hours.

2. Continuous MCC System service shall be broken only as provided in paragraph 4 of this Section. An employee shall continue to accrue seniority during any period while he/she is on layoff and subject to the recall provisions of this Article, during military leave, leaves occasioned by incapacity for work and during any period of an authorized leave of

absence except those pursuant to [Article 64, Unpaid Personal Leaves of Absence.](#)

3. Lists of employees by seniority in their current classifications within an organizational unit shall be posted on the appropriate MCC System bulletin boards as soon as practicable after execution of this Agreement and shall be provided to MSEA simultaneously. These lists shall be updated from time to time as necessary.
4. An employee shall lose his seniority if he/she:
 - (a) voluntarily resigns;
 - (b) is discharged for just cause;
 - (c) is laid off and not recalled for work within three (3) years from the date of layoff;
 - (d) Fails to return to work or supply a satisfactory reason for not reporting within five (5) workdays of being recalled to work from layoff. Written notice of recall shall be sent by regular mail to the employee's last known address.
5. Layoffs and recalls to work for a period of three (3) working days or less are temporary and not subject to the provisions of this Article.
6. For purposes of this Article "MCC System service" shall include periods of continuous prior State service performed by employees transferred to the MCC System pursuant to Chapter 695 (Public Law 1985) on April 16, 1986 and continue to be employed without a break in service through the signing of this Agreement.

B. Layoffs

When the System President determines that a reduction in force is necessary, he/she shall determine the positions within the MCC System which are to be abolished. An employee whose position is abolished may displace the least senior employee in the affected class in the unit division involved in a position for which the employee bumping is qualified to perform the work or may accept layoff. In lieu of layoff, the affected employee may elect to:

- (1) displace the least senior employee in the same class in any other unit division in the MCC System; or, displace the least senior employee in his or her present unit division in the MCC System in a lower related class or a class which he or she has previously occupied provided that he or she has greater seniority than the employee being displaced and is qualified to perform the duties of the position.

If no displacement rights exist in (1), then the employee may:

- (2) displace the least senior employee in any other unit division in the MCC System in a lower related class or which he or she has previously occupied provided he or she has the seniority and is qualified to perform the duties of the position.

Any employee displaced pursuant to this provision shall have like displacement rights.

No employee other than a permanent employee, including permanent seasonal employees, shall be used to perform work in a class in the unit division while a permanent employee who is qualified to do the work is on layoff unless the laid off employee refuses the work.

There are nine (9) unit divisions within the MCC System. They are:

- | | |
|--------------------------|----------------------|
| 1. The MCC System Office | 6. S.M.C.C. |
| 2. C.M.C.C. | 7. W.C.C.C. |
| 3. E.M.C.C. | 8. Y.C.C.C |
| 4. K.V.C.C. | 9. Center for Career |
| 5. N.M.C.C. | Development |

C. Notice of Layoff

Employees to be initially affected shall be given written notice of a pending layoff as soon as practicable but at least ten (10) workdays before the effective date of the layoff. Such employees shall be required to reply in writing within five (5) workdays of notice of layoff as to their decisions on layoff and displacement rights.

Employees who are displaced as a result of the exercise of other employees' bumping rights pursuant to the provisions of this Article shall be given notice of a pending layoff as soon as practicable, but at least five (5) workdays before the effective date of the layoff. Such employees shall be required to reply in writing within three (3) workdays of notice of layoff as to their decisions on layoff and displacement rights. Employees subject to actual layoff and not displacing other employees shall be entitled to notice of at least ten (10) workdays before layoff. Copies of any notices from the Trustees to employees under this provision shall be given simultaneously to MSEA.

D. Recalls

A layoff list shall be established for each class on a system wide basis or by unit division, as appropriate, from which any employee has been laid off, transferred in lieu of layoff or demoted in lieu of layoff. An employee shall remain on the layoff list for three (3) years from the effective date of layoff. Any vacancy occurring in that class within the unit division shall be offered first to the employee on the layoff list. Recalls to work shall be made on the basis of the most senior employee within the unit division who has previously held the classification. Any employee who refuses a recall to the same classification in

that unit division from which laid off shall be removed from the layoff register. Once the layoff register for the unit division has been canvassed, the vacancy shall be offered next to employees laid off from that class in the MCC System.

E. Filling of Vacancies

1. In the event of a vacancy, positions shall be filled on the basis of first: ability and qualifications to perform the duties of the classification and second, where the "first" is equal among two or more applicants, seniority will govern. Employees who are in the same classification who bid for transfer into a vacancy shall be offered the opportunity to interview for such vacancy.
2. All job vacancies shall be posted in each of the unit divisions for ten (10) workdays. A copy of the announcement shall also be provided to up to one steward from each college, as designated by the MSEA. Notice of vacancies shall include the full particulars of the positions, including a job description, job location, pay rate, required qualifications and requirements for applying. Any employee wishing to be considered for an applicable vacancy shall file a written, dated application within the posting period. Job posting notices shall indicate the name and title of the person to whom applications should be submitted. Seasonal and part-time employees shall have the right to apply for full-time vacancies and shall be given consideration in accordance with their abilities, qualifications and seniority.

Employees promoted under the provisions of Section 1 of this Article will be in a probationary status for a period of three (3) months from the effective date of the promotion. Such probationary period may be extended for just cause for an additional three (3) months. The Trustees will provide the written notice regarding the status of the probationary period (pending unforeseen circumstances) at least two (2) weeks prior to the end of the probationary period. Time off for unpaid leave during probation or extension of probation shall not count toward completion of probation. During such periods the employee may be removed from the position promoted to for failure to fulfill the duties of the position. In such case, he/she shall be returned to his/her former position if the employee so desires. An employee filling positions created by the promotion shall be likewise entitled to return to his/her former position.

Employees promoted under the provisions of Section 2 of this Article will be in a probationary status for a period of three (3) months from the effective date of the promotion. Such probationary period may be extended for up to an additional three (3) month period. The Trustees will provide the written notice regarding the status of the probationary period (pending unforeseen circumstances) at least two (2) weeks prior to the end of the probationary period. Time off for unpaid leave during probation or extension of probation shall not count toward completion.

An employee shall be entitled to return to his/her former position voluntarily within (30) days of promotion. An employee at any time during the probationary period or any extension thereof failing to attain permanent status in a promotional position shall be entitled to return to his/her former position. Any employee filling a vacancy created by a promotion shall be likewise entitled to return to his/her former position in accordance with the above provisions.

F. Promotions and Appointments

Employees who promote to a position in a higher pay range shall have their rate of pay adjusted to the lowest rate in the new range which is at least five percent (5%) higher than the rate in the class from which promoted.

G. Permanent Seasonal Employees

The provisions of this Article shall apply to seasonal employees covered by this Agreement but in a separate seniority, layoff, displacement and recall track, for their respective seasons, except that exercise of all rights shall be limited to the unit division. Permanent employees laid off from their permanent position shall be entitled to return to previously held permanent seasonal positions.

H. Positions Outside MSEA Bargaining Units

An employee in an MSEA bargaining unit as of the effective date of this Agreement in a position in a class covered by this Agreement but who becomes excluded pursuant to Section 1022(11)(C) of the University of Maine Labor Relations Act and an employee who by way of a promotion through a normal career ladder is in a position excluded from the bargaining units pursuant to Section 1022(11)(A) or Section 1022(11)(B) of the University of Maine Labor Relations Act and any other employee promoted through a normal career ladder to a position outside of the bargaining units shall have the same layoff, seniority, displacement, recall and other rights under this Article for return to a position in the bargaining units as a covered employee would have if the exercise of those rights is occasioned by a layoff for a period of two (2) years following the promotion.

Employees covered by this Agreement in any status described above shall continue to have such rights for return to a position in the bargaining unit as described above.

Otherwise, employees excluded from bargaining units pursuant to the University of Maine Labor Relations Act shall have no rights under this article within the bargaining unit.

I. Laid off Employees in Trustees' Housing

Full-time year-round employees who live in Trustees' housing and are laid off shall have at least sixty (60) days to vacate the Trustees' housing.

J. Health Insurance Coverage for Laid Off Employees

The Trustees agree to provide laid off employees with group health insurance at the employee's expense for one (1) year provided that the employee is unemployed.

Premiums are to be paid directly to Blue Cross/Blue Shield. Failure to make payments would result in cancellation of insurance with no conversion privileges.

K. Short-Term Seasonal Positions

Short-term seasonal position vacancies of a duration of fifteen (15) weeks or less need to be posted only once, prior to the initial filling of the position for the season.

ARTICLE 57. SEVERABILITY

In the event that any Article, section or portion of this Agreement is found to be invalid or unenforceable by final decision of a tribunal of competent jurisdiction, or shall have the effect of a loss to the Trustees of funds or property or services made available through federal or state law, then such specific Article, section or portion specified in such decision or which is in such conflict or having such effect, shall be of no force and effect. Upon the issuance of such decision, if either Party requests, the Parties shall negotiate a substitute for such specific Article, section or portion thereof, provided that the remainder of this Agreement shall continue in full force and effect. The Parties agree to use their best efforts to contest any such loss of federal funds which may be threatened.

ARTICLE 58. SHIFT ASSIGNMENTS

When an opening occurs in a shift assignment in an appropriate work group at a location, preference shall be given to employees within the classification who possess the training, ability and any required special qualifications to perform the work required, on the basis of seniority. In the event that no employee desires a shift assignment, employees shall be selected in order of inverse seniority.

This provision shall not apply to necessary training assignments. This provision shall not in itself alter the practice of rotating shifts where such practice presently exists. No employee who has a regular shift assignment on the effective date of the Agreement shall be involuntarily displaced from such shift assignment as a result of this Article.

ARTICLE 59. SICK LEAVE

1. Sick leave credit shall be earned at the rate of one (1) day per calendar month of service. The current practices concerning the earning of sick leave credits shall be continued. Sick leave shall be earned from the employee's date of employment. Sick leave credits shall be pro-rated accordingly for any month an employee is not in full pay status for the month. A part-time employee shall earn sick leave in the same proportion as his/her part-time service bears to full-time service. Employees currently with lapsed sick leave credits shall have such lapse sick leave added to their accumulated sick leave. However, the amount of unused sick leave accruals which can be credited towards MCC System service for retirement purposes shall be ninety (90) days
2. Sick leave may be used for illness, necessary medical or dental care, or other disability of the employee or a member or the employee's immediate family which requires the attention or presence of employee. Immediate family shall mean the spouse or significant other, the parents of the spouse, the parents, step-parents, guardian children, step-children, brothers, step-brothers, sisters, step-sisters, wards, grandparents and grandchildren of the employee. In addition to those immediate family members listed above, employees may use such sick leave for aunts, uncles, daughters-in-law and sons-in-law with approval of the College President or his/her designee.

For the purpose of this Article, "significant other" means that a relationship exists between two people, neither of whom is married, that is intended to remain together indefinitely and where joint responsibility for each other's common welfare, there are financial obligations, and there is a shared primary residence. The relationship must have existed for at least six (6) continuous months before benefits under this article may be provided.

A medical examination or doctor's certificate may be required on account of use of sick leave for five(5) or more consecutive workdays, or because of repeated absences on days preceding a holiday or weekend, or in cases of heavy use of sick leave where no chronic illness is known to the college. When a medical examination or doctor's certificate is required on account of use of sick leave in excess of five (5) consecutive workdays, such shall not be at the Trustee's expense.

3. Notifications of absence under the provisions of this article shall be given as soon as possible on the first day of absence or as soon as possible thereafter as circumstances permit.
4. Upon application of an employee, a leave of absence without pay may be granted by the System President for a period of disability because of sickness or injury. If the System President denies the requested leave, he/she shall state his/her reason in writing. The Trustees may, from time to time, require that the employee submit a certificate from the attending physician or a designated physician. If a certificate from a physician other than the attending physician is required, it shall be at the Trustees' expense.

5. An employee who is transferred to the jurisdiction of another MCC or Support Office or who accepts employment under the jurisdiction of a new MCC or System Office without interruption of service to the MCC System shall retain his/her accumulated unused sick leave credits.
6. A former MCC System employee who is reappointed within four (4) years of his/her separation will immediately have his/her previously accumulated and unused balance of sick leave revived and placed to his/her credit.
7. Any employee returning from layoff, including seasonal employees covered by this Agreement, shall have the unused sick leave accrued as of the time of layoff restored upon his/her reinstatement.
8. A sick leave bank shall be established at each college and at each of the other work locations by the Parties to cover employees in bargaining units represented by MSEA. Each bargaining unit member employed as of July 1 of each year may contribute two (2) days of their accumulated sick leave to the sick leave bank. The amount of sick leave to be contributed shall be established by the committee based upon current accumulation. The minimum contribution shall be two (2) days. The sick leave bank shall be known as the MSEA Sick Leave Bank.

In the event a bargaining unit member has a insufficient number of sick leave days to contribute to the sick leave bank as of July 1, the bargaining unit member shall not be a member of the bank that year. A bargaining unit member drawing sick leave days from the sick leave bank as of July 1 will be eligible to continue to draw days from the bank until maximum number of sick leave days that may be drawn is reached.

- a. No bargaining unit member may draw more than sixty (60) days from the sick leave bank in any twelve (12) month period.
- b. Sick leave days may be drawn from the sick leave bank only after exhaustion of personal sick leave and only to cover a critical or long-term illness or injury.
- c. Sick leave shall be distributed from the sick bank after written application by a bargaining unit member and with the approval of the College Sick Leave Bank Committee which is composed of one (1) college representative and three (3) bargaining unit members from the college selected by the MSEA. The college representative will be an ex-officio, non-voting member of the committee. The Sick Leave Bank Committee shall establish criteria for the payment of sick leave days from the sick leave bank. The decision of the committee is final and not subject to the grievance procedure.
- d. Sick leave days may be accumulated in the sick leave bank to a maximum of two hundred (200) days per college. When two hundred (200) days are accumulated as of July 1, contributions to the bank will not occur for the fiscal year.

- e. Sick leave days may be drawn from the sick leave bank only for personal illness or injury.
- f. In the event that the sick leave bank has reached the 200 day maximum and a new employee is not able to contribute, the Sick Leave Bank Committee may authorize the new employee to draw sick leave from the bank. When the sick leave bank falls below the 200 day maximum, all new non-contributing employees who have drawn from the bank will each be required to contribute two (2) days to the bank in addition to the contributions required of all employees.

ARTICLE 60. TRUSTEES VEHICLES AND EQUIPMENT

- 1. No employee shall be required to operate any Trustee vehicle or equipment which is unsafe. An employee shall not be subject to any penalty or disciplinary action because of failure or refusal to operate or handle any equipment which he/she reasonably believes to be in unsafe condition. In any such circumstance an employee shall call the matter to the attention of his/her supervisor for proper action.
- 2. Other than motor vehicles, and except where employees have traditionally supplied their own tools, all employees shall be provided such equipment and tools as are reasonably necessary for their jobs, such as, drafting equipment, potato rakes, flashlights and batteries, and supplies.
- 3. Tools of Automotive Mechanic and Automotive Mechanic Supervisor which are regularly used in the performance of work on behalf of the MCC System and are broken, damaged, destroyed, lost or stolen while provided for such use shall, on presentation of appropriate proof to the immediate supervisor, be replaced with tools of like quality, provided that when not in use they are stored in space provided by the applicable MCC. In the event that the tools of an Automotive Mechanic or Automotive Mechanic Supervisor are covered by warranty shall be used in lieu of Trustee payment to the extent of the warranty coverage.

Any tools which can be said to be unusual, and not regularly used by the employee, but nevertheless required to perform work on certain kinds of vehicles, upon submission of request and approval by the appropriate supervisor, shall be provided to the particular Automotive Mechanic and Automotive Mechanic Supervisor. Such tools shall be and remain the property of the applicable MCC.

The Trustee shall provide Automotive Mechanic I's and II's who are required to provide their own tools an annual allowance of one hundred dollars (\$100) payable during the month of September in each year.

Auto Mechanic Supervisors who are required to provide their own tools shall be given an annual allowance of fifty dollars (\$50).

ARTICLE 61. TUITION WAIVER

Tuition of credit bearing courses shall be waived for:

A. The Employee

MCC System shall provide employees with a tuition waiver for any two (2) MCCS courses per semester on a space available basis. Employees will be responsible for related fees and materials.

Employees may be provided with release time during the workday or a flexible work schedule to attend one (1) MCCS course per semester upon approval of the College President or his/her designee.

B. The spouse or significant other of the employee

C. Children and dependent children of the employee, who, at the beginning of the tuition waived course(s) are twenty-two years old or younger. Dependent child status shall be verified by federal tax return. Child status shall be verified by birth or adoption certificates whichever is appropriate.

Access to such tuition waived courses for a non-matriculated child, dependent child, or spouse shall be on a space available basis. Each child, dependent child and spouse or significant other of an employee shall be eligible for tuition waivers not to exceed two (2) years of full-time course work.

ARTICLE 62. UNION SECURITY

1. Employees Hired On or After December 10, 2003

This subsection of this Article applies only to individuals who are covered by this Agreement and who begin their employment with the MCC System on or after December 10, 2003.

A. Selection of Fee

Any employee who begins employment with the MCC System on or after December 10, 2003 and is covered by this Agreement and is not a member of MSEA-SEIU shall, as a condition of employment, within thirty (30) days after such conditions are met, be required to choose from the options of membership in MSEA-SEIU or payment to MSEA-SEIU of a service fee equal to their pro-rata share of the costs to MSEA-SEIU that are germane to collective bargaining and contract administration as defined by law. Within thirty days after the first six months of the beginning of an employee's employment the MCC System will: (1) deduct membership dues from the pay of any employee who chooses the

option of membership in MSEA–SEIU by signing a written payroll deduction authorization form authorizing deduction from their pay of the membership dues, and (2) automatically deduct the service fee from the pay of any other employee, unless the employee is a religious objector as provided under Paragraph (E).

B. Payments and Deductions

It shall be the sole responsibility of MSEA-SEIU to collect its dues and to verify contributions made in lieu of service fees pursuant to Section (E). No payroll deduction of service fees shall be made from workers' compensation benefits or for any payroll period in which earnings received are insufficient to cover the amount of the deduction, nor shall such deductions be made from subsequent payrolls to retroactively cover the period in question. Employees shall not be penalized for failing to pay service fees for any such pay period(s).

C. Calculation of Service Fee

MSEA-SEIU shall calculate the amount of the service fee to be charged to non-members, consistent with both applicable law and this Article, and shall certify to the MCC System the amount of the service fee. The service fee paid by part-time employees shall bear the same ratio to part-time dues as the fee paid by full time employees bears to the dues amount paid by full time employees.

D. Notice

MSEA-SEIU is solely responsible for the calculation of the service fee and for providing legal and adequate notice of the service fee amount to employees covered by this Agreement who are subject to the service fee requirement. The MCC System agrees to distribute the notice and dues deduction forms provided by MSEA-SEIU to new employees at the time they are hired.

E. Religious Objectors

In the event that any employee covered hereby holds a sincere and *bona fide* religious belief that conflicts with an obligation to financially support MSEA-SEIU, public employee organizations or labor organizations in general, that employee shall have the right to refuse to make service fee payments; provided, however, that said right to refuse shall continue only so long as the employee makes contributions at least equal in amount to the service fee to a non-religious charitable organization mutually agreed upon by the employee so refusing and the Union within ten (10) days after each payday. Part-time employees' contributions to non-religious charitable organizations shall coincide in amount with the payments of those part-time employees paying the service fee. MSEA-SEIU

shall not unreasonably deny the choice of such non-religious charitable organization suggested by the employee. It shall be the sole obligation of MSEA-SEIU to certify to the MCC System the name of any employee who has failed to make timely contributions as a religious objector and has thus forfeited religious objector status. Once MSEA-SEIU has certified the employee's name to the MCC System, the MCC System will commence and continue automatically to deduct the service fee from the employee's pay as provided in Paragraph (A). The MCC System is not a party to any dispute between the Union and an employee on an issue involving religious objector status.

Should an employee have a pending written request for religious objector status or a pending administrative or legal challenge regarding his or her religious objector status, the MCC System will continue to deduct an amount equal to the service fee from the employee's pay until the request is granted or the challenge is resolved in the employee's favor, and that amount will be placed in an interest-bearing escrow account maintained solely by MSEA-SEIU pending resolution of such request or challenge. The MCC System shall not be liable for any fees, costs, damages, expenses or any other form of liability involved with regard to such escrow accounts.

F. Disputes

The amount of the service fee shall be subject to review pursuant to the American Arbitration Association's Rules for Impartial Determination of Union Fees. Pending resolution of any such dispute, the disputed amount of fees shall be placed in an interest-bearing escrow account maintained solely by MSEA-SEIU. The MCC System shall not be liable for any fees, costs, damages, expenses, or any other form of liability involved with regard to such escrow accounts.

Fees, costs, damages, expenses, or other form of liability involved with regard to arbitration shall be borne only by MSEA-SEIU or the objecting employee in accordance with the American Arbitration Association's Rules for Impartial Determination of Union Fees. The MCC System will not be a party to this arbitration or any related proceeding and will have no liability for the outcome or resolution of such dispute.

In the event a dispute under this Article is submitted to arbitration, the arbitrator shall have no power or authority to order the MCC System to pay such service fee on behalf of any employee or to direct any other remedy against MCC System.

In the event a change in law requires that this type of dispute be resolved in a forum other than an arbitration under the auspices of

the Arbitration Association, the dispute resolution procedure will comply with law and the parties intend that the same limitation or liability by or remedy against MCC System will apply in all forums. All portions of this Article that are unaffected by the change in forum will remain in full force and effect.

G. Failure to Pay Fee

In the event an employee subject to the service fee payment requirement previously failed to pay the total amount of fees due, the MCC System will automatically deduct from the employee's pay the arrears due to the Union in an amount which in combination with the service fee due per pay period equals 10% of the employee's gross pay per pay period, until the arrears are paid in full *provided, however*, that an employee may request the Union for a reduction in the percentage deducted for arrears based on demonstrated financial hardship. The Union must certify to the MCC System the name of any employee whose request is granted and the amount of the percentage to be deducted for payment of arrears.

2. Employees Hired Prior to December 10, 2003

This subsection of this Article applies to individuals who are covered by this Agreement and who began their employment with the MCC System prior to December 10, 2003.

Selection of Fee and Reversion to Subsection 1 of this Article

Employees who have chosen to be excluded both from MSEA-SEIU membership and from the payment of a service fee may continue to choose to be excluded from membership, payment of a service fee, or charitable payment in lieu of a service fee.

At such time as an employee who is covered by this Agreement and who began employment with the MCC System prior to December 10, 2003 is either a full member of MSEA-SEIU or pays a service fee to MSEA-SEIU on or after December 10, 2003, subsection 1 shall be applicable to that employee except that such employees are not required to be either members or service fee payers.

3. Change of Status

The right to join MSEA-SEIU shall be determined by the Union's own Constitution and Bylaws. Otherwise, employees may change their status with regard to membership in MSEA-SEIU or service fee payment as follows:

- a. Employees may change their status from service fee payer to MSEA-SEIU member or from MSEA-SEIU member to service fee payer at any time. In the case of employees covered by Section 2, employees may change their status from non-member to service fee payer or MSEA-SEIU member; from MSEA-SEIU member or service fee payer to non-member; or from service fee payer to non-member or MSEA-SEIU member, at any time.
- b. Employees may also start or eliminate their payroll deduction for MSEA-SEIU dues at any time.
- c. Employees who wish to eliminate payroll deduction for membership dues must tender their dues directly to MSEA-SEIU.
- d. In order to change status and/or eliminate or change any payroll deduction option consistent with paragraphs (a) through (c) above and consistent with Sections 1 and 2 of this Article, the employee must provide written notice to the employer payroll officer. Within one week of receiving such notice from an employee, the payroll officer shall notify MSEA-SEIU of the requested change, providing identifying information regarding the employee who made the request. It may take up to four weeks for the requested change to take effect.

4. Indemnification

MSEA-SEIU agrees that it shall indemnify, defend, reimburse, and hold the MCC System harmless against any claim, demand, suit, cost, expense, damages, or any other form of liability, including attorneys' fees, costs, or other liability arising from or incurred as a result of any act taken or not taken by the MCC System, its members, officers, agents, employees, or representatives in complying with or carrying out the provisions of this Article; in reliance on any notice, letter, or authorization forwarded to the MCC System by the union pursuant to this Article; and including but not limited to any charge that the MCC System failed to discharge any duty owed to its employees arising out of the service fee deduction, *provided that* nothing herein shall require indemnification for any intentional deprivation of an individual's constitutional rights by the MCC System. MSEA-SEIU will intervene in and defend any administrative or court litigation concerning the propriety of any act taken or not taken by the MCC System under this Article. In such litigation the MCC System shall have no obligation to defend its act taken or not taken.

5. Severability

Should the United States Supreme Court, the First Circuit Court of Appeals or any Court in Maine hold indemnity clauses relating to union security void or unenforceable on Constitutional or public policy reasons, this Article shall be stricken in its entirety upon written notification to MSEA-SEIU by the MCC System. Should any Court find the indemnity

clause in this Article to be void or unenforceable for any reason, or should any Court find the automatic deduction provision of L.D. 1915 (2007) to be void or unenforceable for any reason, this Article shall be stricken in its entirety upon written notification to MSEA-SEIU by the MCC System. Should the MCC System provide such written notification, the parties shall enter into negotiations regarding a replacement Union Security Article. Should any Court find L.D. 1915 (2007) to be void or unenforceable in its entirety for any reason, this Article shall be replaced by the Union Security Article in this bargaining's unit contract dated "2005-2007" unless such provision would be illegal or unenforceable.

ARTICLE 63. UNIT WORK

When the Employer deems it necessary in order to carry out a mission and operations of the campus, the Employer may contract out work provided that the contracting out does not displace bargaining unit employees or reduces their scheduled hours.

The Maine Community College shall notify MSEA-SEIU when contracting out is to be implemented. MSEA-SEIU may request to meet and confer on the impact of contracting out such work. The Maine Community College shall meet with MSEA-SEIU within thirty (30) days of such request. Notice to MSEA-SEIU shall be not later than one hundred twenty (120) days prior to the commencement of the contracting out. In emergency circumstances, when the College enters into a contract under which contracting out will commence in less than thirty (30) days, when possible, notification shall be made two (2) weeks prior to implementing the contract, but in no event later than ten (10) working days after the commencement of the contracting out.

Prior to the meeting and conferring on contracting out, the Maine Community College System will provide MSEA-SEIU all relevant written information, including copies of bids received, any cost analysis used by the College to evaluate the need for contracting out, and all other relevant material used by the College in making its decision regarding contracting out.

Contracting out the type of work normally performed by existing bargaining unit members for limited periods not to exceed six (6) months shall be allowed without the Union's agreement if one or more of the following conditions are present at the affected campus or other non-campus location (such as the System Office in Augusta):

1. The skills and abilities or legally required licenses or equipment needed to perform the work are not available within the bargaining unit.
2. The opportunity to do the work is declined by any qualified and available bargaining unit employees. "Qualified" as used in this Article is defined as having special skills, abilities, license or equipment necessary to perform the work.
3. The work constitutes a special project. A special project is a one-time or seasonal undertaking which cannot be accomplished by existing bargaining unit members in a reasonable amount of time.

4. The work to be performed is to be undertaken on a trial basis and may be discontinued within six (6) months. If the work is continued beyond six (6) months, it will be assigned to new or existing permanent positions within the bargaining unit.
5. A bona fide emergency exists than cannot be properly addressed without help from outside the bargaining unit.
6. The work is part of a college special event of limited duration (three (3) days or less).
7. There is a need for additional staff, during peak periods and on a limited or temporary basis, to supplement the work capacity of existing bargaining unit members.

In the event the position continues beyond the first six (6) months, the position will be filled through the regular recruitment process and included in the bargaining unit.

If the Trustees lay off employees as a result of contracting out unit work, the affected employees will be given six (6) months notice.

No one outside the bargaining unit shall be used to perform unit work of limited duration while an employee is in layoff status who is qualified to do the work and previously performed the work, or similar work. This work shall be offered to laid off employees on a college by college basis for up to three (3) years after layoff.

In addition, the Trustees shall assist those employees whose jobs are eliminated by such actions to find other employment. When an employee receives notice that he/she is being displaced as a result of contracting out, the Trustees and MSEA will exchange information on vacancies which can be useful in assisting the affected employee to find employment. Appropriate preference shall be given affected employees for placement in the MCC System.

ARTICLE 64. UNPAID PERSONAL LEAVES OF ABSENCE

1. Any employee may apply for an unpaid personal leave of absence for good and sufficient reason. Leave pursuant to this provision may be for a period not exceeding twelve (12) months. Such leave may be granted at the discretion of the College President and shall not be unreasonably denied.

All requests for such leave and responses shall be in writing. The application for leave must specifically state the reasons for such application and the length of time requested. After completion of a period of personal leave of absence, the employee shall be entitled to return to the organizational unit, status and position held immediately prior to the

beginning of the leave of absence. If the employee's position is abolished during any such leave, he/she shall be notified and allowed to exercise his/her rights under the Seniority Article of this Agreement.

2. A leave of absence without pay and without loss of seniority not to exceed one (1) year may be granted to an employee to permit the employee to accept a position in MCC System service that is excluded from bargaining units under 26 M.R.S.A. Section 1022(11) (the University of Maine Labor Relations Act.) Such employee shall be entitled to return to the organizational unit, status and position held immediately prior to the beginning of the leave of absence within the one (1) year period. Any employees who have filled vacancies created by the initial movement of the returning employee shall likewise be entitled to return to their former positions.
3. Any employee currently on leave of absence from a position in this bargaining unit shall be continued on such leave through the end of his/her current coterminous or fixed term appointment or for one (1) year from the effective date of this Agreement if he/she is serving in a position which does not involve a fixed or coterminous term. An employee on leave for a fixed term or coterminous appointment may upon application have such leave extended for up to three (3) months pending reappointment to such excluded position.
4. Any leave of absence granted pursuant to this Article may be canceled by the System President at any time for good reason upon prior written notice to the employee, specifying a reasonable date of termination of the leave and the reason for cancellation.

ARTICLE 65. USE OF TRUSTEES FACILITIES

Where there is available appropriate meeting space in buildings owned or leased by the MCC System, MSEA shall be allowed reasonable use of such space at reasonable times for specific meetings, including space suitable for meetings in private between MSEA staff representatives or stewards and employees in the investigation and processing of grievances. Advance arrangements for the use of the Trustees' facilities shall be made with the MCC System concerned. MSEA shall reimburse the Trustees for any additional expense incurred in allowing use of such space. No other employee organization, except such as have been certified or recognized as the bargaining agent for other MCC System employees, shall have the right to meeting space in Trustees' facilities for purposes pertaining to terms and conditions of employment of employees.

The use of Trustees' facilities for meetings shall be in non-work areas or where work is not in progress. Other than meetings in private between MSEA staff representatives or stewards and employees in the investigation and processing of grievances, all meetings in Trustees' facilities shall be during the off-duty time of employees attending and, in all instances, attendance shall be voluntary. Arrangements

for any meetings in Trustees' facilities will be made so as to avoid interference with the MCC/System operations or violation of the MCC/System security.

ARTICLE 66. VACATION

1. Each employee shall earn vacation with pay on the following basis:

0 to less than 3 years of continuous service	15 days
3 to less than 8 years of continuous service	20 days
8 year or more of continuous service	25 days

2. Each employee with up to fifteen (15) years of continuous service may carry forward up to thirty (30) days of unused annual leave from one (1) year to the next year and each employee with fifteen (15) or more years of service may carry forward up the thirty-five (35) days of unused annual leave from one (1) year to the next year.

The supervisor of an employee nearing maximum accruals of unused vacation time must meet with the employee and a union representative to establish a plan for the employee to use their accumulated time.

If the supervisor, employee and union representative are not able to resolve the matter, the supervisor, employee, union representative & College President or his/her designee will meet to discuss and resolve the issue.

Part-time employees shall earn vacation credits at the higher rate after having worked for the MCC System for the required number of calendar years specified above, such credit to be earned in the same proportion as their part-time service bears to full-time service. Seasonal employees shall earn vacation credits at the higher rates after having worked for the MCC System on a seasonal basis during the required number of calendar years specified above regardless of the number of hours or days worked during those calendar years.

For purposes of this Article time in the MCC System shall include all previous time in State service for those employees who were employed in the MCC System as of April 16, 1986 and who continue to be employed as of the signing of this Agreement.

Vacation credits to be earned for the upcoming fiscal year shall be credited to the employee at the beginning of that fiscal year. Such credits shall include those which the employee will have become eligible for due to an anniversary date occurring during that year. If an employee leaves during the year with a vacation credit balance lower than would have been available under a monthly accrual rate, the deficit amount shall be deducted from the employee's final compensation. Other practices concerning the earning of vacation credits shall be continued.

Except where operational needs require otherwise, employees shall be entitled to use vacation leave credits at times of their choice. Requests for use of vacation leave credits shall not be unreasonably denied. In scheduling vacations, choice of time shall be governed by seniority. All eligible employees within each appropriate work group desiring vacations for periods of a week or more during the months of June, July and August will choose such vacation periods prior to May 1. Employees acknowledge that College may issue a written request requiring a one week advance notice for vacation during College breaks of five or more consecutive days. In the event of conflict among employees in scheduling such vacation leave, seniority shall govern. Later requests for vacation during June, July and August can be granted subject to operational needs.

3. Except in cases of extreme emergency, no employee shall be required to work during vacation.
4. Employees shall be paid a vacation advance for scheduled periods of vacation of one (1) week or more provided they submit written requests for such advance three (3) weeks prior to the payday on which they want to receive payment.
5. Time during which an employee is excused from work because of holidays or other leave with pay shall be considered as time worked for the purpose of computing vacation leave credit.
6. A maximum of thirty (30) days pay on unused vacation shall be credited towards an employee's average final compensation upon retirement.
7. An employee who is transferred to another MCC or Support without interruption of his/her services to the MCC System shall be entitled to transfer his/her unused vacation credits or be paid for all or part of such credits and transfer the remainder.
8. Seasonal employees shall be entitled to carry over from one season to the next accumulated vacation credits up to the amount of one season's accumulation. The maximum which may be carried over is one-half ($\frac{1}{2}$) the regular maximum allowable accumulation. The Trustees retain the right to determine the length of seasons.

ARTICLE 67. WITHDRAWAL OF RESIGNATION

An employee may resign in good standing by giving written notice to the College President at least ten (10) working days in advance of the effective date of his/her resignation. Regardless of notification provided, an employee may, with the approval of the College President, withdraw his/her resignation up to five (5) working days after the effective date. Such approval shall not be unreasonably denied.

ARTICLE 68. WORK CLOTHING

1. The Trustees shall continue to furnish foul weather gear and work clothing, such as aprons, smocks, shop coats, lab coats, coveralls, and boots, to employees furnished such clothing in the past. The Trustees shall be responsible for continuing to provide laundering of work clothing where such service is being provided as of the effective date of this Agreement.
2. Multilith operators, and other employees who operate printing presses, shall be provided smocks or other similar clothing of a kind to adequately protect their clothing.
3. The Trustees shall provide custodial workers rubber pullovers for floor stripping.
4. Employees in the following classifications shall be entitled to be provided with one pair of coveralls per year and one pair of work gloves and replacements of a type suitable to the job performed:

Building and Grounds Supervisors
Maintenance Mechanic Supervisor

Requests for replacement of coveralls shall be directed to the immediate supervisor.

5. The MCCS agrees to provide appropriate protective clothing including gloves and smocks in workrooms where photocopying and mimeographing is conducted.
6. Personal clothing which, in the course of work has been damaged or soiled beyond a degree normally expected, will be repaired or replaced by the trustees. This provision shall not apply in instances when proper protective clothing was available but not used by the employee.
7. The College reserves the right to provide work uniforms and require that they be worn.

ARTICLE 69. WORK RULES

The Trustees may change or adopt work rules during the term of this Agreement but such changed or adopted work rules shall not be inconsistent with the terms and provisions of this Agreement. Whenever such work rules are to be changed or adopted, they shall be posted on bulletin boards in the appropriate organizational units for seven (7) days before they are to become effective. Simultaneously with such posting a copy of same shall be forwarded to MSEA. Upon request by MSEA the Trustees will meet and consult with MSEA on the proposed change or new rules.

ARTICLE 70. WORK STOPPAGE AND SLOWDOWN

Employees within the bargaining unit, MSEA and its officers at all levels, agree that they will not instigate, promote, sponsor, condone or engage in any work stoppage, sympathy work stoppage or slowdown.

"Work stoppage" means a concerted failure by employees to report for duty, a concerted absence of employees from work, a concerted stoppage of work, or a concerted slowdown in the full and faithful performance of duties by a group of employees.

The officers of MSEA, at all levels individually and collectively, agree that it is their continuing obligation and responsibility to maintain compliance with this Article, including the remaining at work during any interruption or slowdown of work which may take place.

ARTICLE 71. WORKERS' COMPENSATION

The Trustees shall make every possible effort to promptly pay all compensation awards in accordance with the decisions of the Workers' Compensation Board. Upon each award of the Workers' Compensation Board, interest shall be assessed from the date on which the last filed petition for award is filed at a rate of six percent (6%) per year, provided that if the prevailing Party at any time requests and obtains a continuance for a period in excess of thirty (30) days interest will be suspended for the duration of the continuance. From and after the date of the award, interest shall be allowed at the rate of ten percent (10%) per year.

Where an employee has been unable to work for one (1) year, the employee may be terminated from his or her position. Such termination shall not be considered disciplinary in any way. If the employee later becomes capable of performing the job duties of the position from which he/she was terminated, the employee may return to that position if it is vacant. If that position is filled, unfunded, or no longer exists, then the employee shall be entitled to be placed in a vacant position, or the next available position if no such vacancy exists in the same classification at the same College or unit and for which the employee is qualified, and shall be treated as if on layoff status.

Prior to possible termination after one (1) year on compensation, an employee will receive at least a ninety (90) day notification of the termination process and, at the same time, will be requested to provide an updated, current medical report which assesses his/her ability or tolerance to return to his/her last position. Should the medical report indicate potential fitness to return to work in the position formerly held within six (6) months of the employee's one (1) year date on workers' compensation, the termination date will be projected ahead to the specified date in the medical report, but in no case, for a period of more than six (6) months on a "one time only basis". The termination date will then become the date established beyond the one (1) year anniversary and will become the automatic date of termination unless the employee returns to work able to perform the duties of the job. However, reasonable accommodations will be made for employees who are handicapped.

If an employee who is terminated pursuant to this Article is eligible for and makes application for disability retirement, the Trustees shall continue to provide the employee's group health insurance and shall continue to pay the cost of the employee's coverage, as well as sixty percent (60%) of the dependent coverage, until the employee receives his/her first disability retirement check or until six (6) months after the termination, whichever occurs first.

In the event that any employee who has been terminated pursuant to this Article regains a work capacity and returns to work, the employee shall not lose the benefit of any prior years of service immediately preceding his/her termination, for purposes of seniority, vacation accrual rate and restoration of sick leave credits and longevity pay.

Employees who are on Workers' Compensation leave will continue to accrue sick leave and vacation credits for the duration of the leave.

ARTICLE 72. WORKLOAD

Supervisors are professional employees whose work schedules are not tied to a fixed number of hours per day or per week. The standard full-time work week is considered forty (40) hours. However, in the course of a year the number of hours worked by Supervisors may vary to meet seasonal or other circumstantial demands. Supervisors, while not entirely self-scheduled, are expected to exercise initiative and discretion in the selection of dates and time at which they will perform their work.

Each Supervisory unit member and their supervisor should periodically, and at least annually in conjunction with the performance evaluation, review work demands and scheduling considerations. It is the joint responsibility of the Supervisory unit member and their supervisor to maintain reasonable work demands and schedules. It is the joint responsibility of the Supervisory unit member and their supervisor to ensure that work demands are met without undue hardship to the College or the Supervisory unit member.

If the supervisor or the Supervisory unit member feel that work demands are not reasonable or that reasonable work demands are not being met, the supervisor and Supervisory unit member shall meet with a Union representative and the College President or his/her designee to discuss and resolve the issue.

The Supervisory unit member, their Supervisor, College President and MSEA will resolve workload concerns through a variety of means including, but not limited to:

- a) Redistribution of workload
- b) Scheduled time off not counted against other paid leaves
- c) A stipend for work in excess of normal demands or work not related to the Supervisor's position

ARTICLE 73. TERM OF AGREEMENT

This Agreement shall be effective as of July 1, 2009 until June 30, 2011, unless otherwise specifically provided herein. Either Party shall give sixty (60) days written notice of a desire to negotiate a new collective bargaining agreement or to modify this Agreement.

The Community College System, waives any right it may have to unilaterally terminate the effect of any of the provisions contained in the Compensation Article or the Grievance Procedure Article after this Agreement's expiration date so long as:

- a. the Parties continue to employ the "interest based bargaining" method of negotiations as determined by the facilitator/mediator.
- b. negotiations over a successor to this Agreement were started at least sixty (60) days prior to this Agreement's expiration date, and
- c. a material change in the pay scale structure (not to refer to across the board increases or additional steps to the scale) is not a subject of negotiations.

SUPERVISORY SERVICES BARGAINING AGREEMENT
SIGNATURE PAGE
2009 - 2011

FOR THE
MAINE COMMUNITY COLLEGE SYSTEM


KRIS DOODY
Chair, Board of Trustees, MCCS


JOHN FITZSIMMONS
President, MCCS


KIMBERLY EHRLICH
Director of Human Resources

FOR THE
MAINE STATE EMPLOYEES ASSOCIATION


KRISTYNA DZIALO
Chief Negotiator, MSEA


NANCY LOUNSBURY
Bargaining Team Member, SMCC


KENNETH RENO
Bargaining Team Member, SMCC

APPENDIX A

UNIT CLASSIFICATIONS

	GRADE	MSEA FAMILY	MSEA SERIES
ASST FACILITIES MANAGER	21	Supervisory	Bldg & Ground Svcs
BUSINESS MANAGER II	24	Supervisory	Business Svcs
BUSINESS MANAGER II	25	Supervisory	Business Svcs
COLLEGE SAFETY & INFORMATION RESOURCE MGR	20	Supervisory	Health & Safety Svcs
COLLEGE SAFETY AND SECURITY MANAGER	20	Supervisory	Health & Safety Svcs
EXECUTIVE CHEF AND MANAGER	20	Supervisory	Food Svcs
FACILITIES AND PROJECT MANAGER	30	Supervisory	Bldg & Ground Svcs
FACILITIES DAILY OPERATIONS SUPERVISOR	25	Supervisory	Bldg & Ground Svcs
FACILITIES MAINTENANCE ENGINEER	27	Supervisory	Bldg & Ground Svcs
FACILITIES MAINTENANCE SUPERVISOR	21	Supervisory	Bldg & Ground Svcs
FACILITIES MAINTENANCE SUPERVISOR	22	Supervisory	Bldg & Ground Svcs
FOOD SERVICE MANAGER	21	Supervisory	Food Svcs
GROUNDS & EQUIPMENT SUPERVISOR	18	Supervisory	Bldg & Ground Svcs
INFORMATION SYSTEMS MANAGER	28	Supervisory	Info Tech Svcs
MAINTENANCE MECHANIC SUPERVISOR	20	Supervisory	Bldg & Ground Svcs
MANAGER OF FACILITIES	28	Supervisory	Bldg & Ground Svcs
MANAGER OF FINANCIAL SERVICES	27	Supervisory	Business Svcs
MANAGER, MCKERNAN HOSPITALITY CTR	18	Supervisory	Food Svcs
PAYROLL SPECIALIST II	16	Supervisory	Business Svcs
SECURITY AND CONTRACT SERVICES MGR	28	Supervisory	Health & Safety Svcs

APPENDIX B


PART-TIME EMPLOYMENT PRO-RATION		
Authorized Position Hours	Pro-Rated Paid Holiday Hours	Remaining Hours to Work
39	7.8	31.2
38	7.6	30.4
37	7.4	29.6
36	7.2	28.8
35	7.0	28.0
34	6.8	27.2
33	6.6	26.4
32	6.4	25.6
31	6.2	24.8
30	6.0	24.0
29	5.8	23.2
28	5.6	22.4
27	5.4	21.6
26	5.2	20.8
25	5.0	20.0
24	4.8	19.2
23	4.6	18.4
22	4.4	17.6
21	4.2	16.8
20	4.0	16.0
19	3.8	15.2
18	3.6	14.4
17	3.4	13.6
16	3.2	12.8
15	3.0	12.0
14	2.8	11.2
13	2.6	10.4
12	2.4	9.6
11	2.2	8.8
10	2.0	8.0
9	1.8	7.2
8	1.6	6.4
For Thanksgiving week, double column 2 and subtract from column 1 for remaining hours to be worked.		

MEMORANDUM OF AGREEMENT
BETWEEN THE
MAINE COMMUNITY COLLEGE SYSTEM BOARD OF TRUSTEES
AND THE
MAINE STATE EMPLOYEES ASSOCIATION SUPERVISORY SERVICES UNIT

1. The current collective bargaining agreement executed between the MCCS Board of Trustees and the MSEA Supervisory Services Unit ("the Parties") shall be renewed for the period July 1, 2009 through June 30, 2011.
2. The MCCS shall award merit increases consistent with the terms of the current collective bargaining agreement for the period from July 1, 2009 through June 30, 2011 provided merit increases are awarded by the State of Maine for its collective bargaining contracts.
3. If during the period of July 1, 2009 through June 30, 2011 the State of Maine provides funds to cover cost of living increases, the Parties shall commence negotiations within fifteen (15) business days.


Krystyna Dzialo
MSEA

(Date)


Kimberley A. Ehrlich
MCCS

(Date)

**TENTATIVE AGREEMENT
BETWEEN THE
MSEA SUPERVISORY SERVICES UNIT
AND THE
MAINE COMMUNITY COLLEGE SYSTEM**

The Parties agree that the terms of the 2009-2011 collective bargaining agreement between them shall continue from July 1, 2011 through June 30, 2012, with no change in wages (including but not limited to longevity or merit pay), benefits or language that were in effect on June 30, 2011, except to amend Article 72 to provide for a term from July 1, 2011 – June 30, 2012.

The Parties further agree that:

- a) The Maine Community College System shall award merit increases consistent with the terms of the collective bargaining agreement for the period from July 1, 2011, through June 30, 2012, provided that merit increases are awarded during this period of time by the State of Maine for its collective bargaining contracts; and
- b) If during the period of July 1, 2011, through June 30, 2012, the State of Maine provides funds to cover cost of living increases to any bargaining unit, the Parties shall commence negotiations within fifteen (15) business days. Such negotiations shall be limited to Article 12 A, General Salary Increase.

Ka Enrich
4/9/12

AD
4/9/12

**SETTLEMENT PROPOSAL
ON BEHALF OF
MAINE COMMUNITY COLLEGE SYSTEM**

The MCCS proposes that the terms of the 2009-2011 collective bargaining agreement which has been continued from July 1, 2011 through June 30, 2012, be extended through June 30, 2013.

- The System shall award a 2% cost of living increase effective July 1, 2012;
- The Maine Community College System shall award merit increases consistent with the terms of the collective bargaining agreement for the period from July 1, 2012, through June 30, 2013, provided that merit increases are awarded during this period of time by the State of Maine for its collective bargaining contracts; and
- There will be no further changes in wages, benefits or language in effect on June 30, 2012 except to provide for a contract term from July 1, 2012 through June 30, 2013.

This is a total package offer with the goal of providing an expedited conclusion to the negotiation and ratification process. This offer is time limited and will expire on June 30, 2012.

TR
K. A. Elrich
6/25/12

T.A.



6-21-12

**Amended
MEMORANDUM OF AGREEMENT**

between

**Maine Technical College System
Board of Trustees
and
Maine State Employees Association**

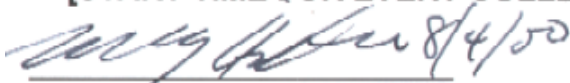
The parties agree to the following:

1. Adverse weather conditions may cause the Presidents of the individual colleges to cancel classes for the day.
2. In the event that day classes or evening classes are canceled, and faculty members are not required to report to work, members of the Support Services and Supervisory Services Bargaining Units will not be required to report to work except for essential employees.

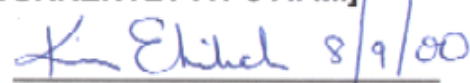
Those College Presidents who schedule a third shift will designate an individual to notify third shift employees regarding third shift storm closure.

3. In addition to regular pay, essential employees who are currently eligible for premium overtime pay shall be entitled to one and one-half times their hourly rate for time worked. In lieu of premium pay, employees may upon mutual agreement, earn compensating time at the same premium rate.
4. Essential employees will be so designated by the College President.
5. This Agreement is effective upon signing.
6. When school is delayed by a period of time, each employee's start time that day shall be the same period of time later than the employee's normal start time. The delayed period of time shall be considered time worked for payroll purposes.

[START TIME FOR EVERY COLLEGE IS CURRENTLY AT 8 A. M.]



Chuck Hillier (Date)
MSEA



Kim Ehrlich (Date)
MTCS

CONTRACTS/TEMPORARY EMPLOYEES

MEMORANDUM OF AGREEMENT

Between

Maine Technical College System
Board of Trustees

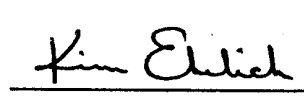
And

Maine State Employees Association

It is the intent of the parties to monitor situations where contract or temporary employees have been performing work in excess of six (6) months and to work together to identify and rectify these situations. This agreement in no way reduces either Parties rights or responsibilities as provided for elsewhere.

 8/4/00

Chuck Hillier (Date)
MSEA

 8/9/00

Kim Ehrlich (Date)
MTCS

AMENDED LABOR MANAGEMENT COMMITTEE

Labor Management Committee

Memorandum of Agreement

Between

Maine Community College System Board of Trustees

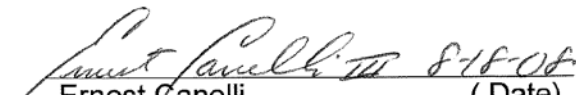
and

Maine State Employees Association

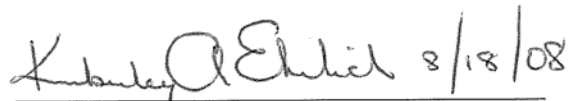
1. All Labor/Management Committees established by previous contract shall continue.
2. Each Maine Community College unit division shall maintain an active labor management committee, representative of workforce, at all times. Labor representatives to all committees will be appointed by MSEA-SEIU. The Management representatives will be appointed by the management of the college or unit division.

The Parties agree that the local labor management committee shall meet as requested and as determined necessary by either party to address local issues related to heat and cold stress.

3. The Maine Community College System shall establish and maintain an active statewide labor management committee with one representative from each campus. Labor representatives to this committee will be appointed by MSEA-SEIU.
4. The committee members shall receive leave for such purpose without loss of pay or benefits including necessary and reasonable travel time during normal working hours on the day of the meeting. If travel distances involve one hundred (100) miles or more, necessary and reasonable travel time outside of the meeting days shall be provided.
5. The Parties understand that the labor/management committee has not authority to change the terms or conditions of the collective bargaining agreement.


Ernest Canelli
Chief Negotiator, MSEA

(Date)


Kimberley Ehrlich
Director of Human Resources, MCCS

(Date)

Memorandum of Agreement
Between the
Maine State Employees Association
and the
Maine Community College System

The Parties agree to the following guidelines with respect to the implementation of the revised vacation leave accruals for employee in the Supervisory Services Unit:


1. Employees with fifteen (15) years of continuous service or less may carry forward up to thirty-five (35) days of unused vacation leave on 6/30/08 but may carry forward only up to thirty (30) days of unused vacation leave on 6/30/09.
2. Employees with more than fifteen (15) years of continuous service may carry forward up to forty (40) days of unused vacation leave on 6/30/08 but may carry forward only up to thirty-five (35) days of unused vacation leave on 6/30/09.

MSEA-SEIU


Ernest Canelli
Field Representative

8-18-08
Date

MCCS


Kimberley Ehrlich
Director, Human Resources

8/18/08
Date

MEMORANDUM OF AGREEMENT
BETWEEN

MAINE COMMUNITY COLLEGE SYSTEM
BOARD OF TRUSTEES

AND THE

MAINE STATE EMPLOYEES ASSOCIATION


The parties have jointly retained a consultant, Thornton and Associates, for the purpose of conducting a comprehensive classification and compensation study for all Support and Supervisory Services positions. As a result, positions shall reflect higher education practices and terminology and a new classification/reclassification procedure has been developed for the MCCA.


The parties agree to accept the position titles and descriptions, job families, job description questionnaire and salary range placements as recommended by Thornton and Associates.

Salary placement of individual employees will be implemented as follows:

1. Those employees in positions which have been reclassified to a higher range shall receive a reclassification which is effective March 1, 2008.
2. Those employees in positions which have been reclassified to a higher range shall receive a new merit date which is the signature date of this Memorandum of Agreement.
3. Those employees in positions which have been reclassified to a lower range shall remain at current grade and shall progress on the salary range in accordance with Article 12 B.
4. Positions which have been reclassified to a lower range shall be placed on the lower range when vacated, unless the position is subsequently modified and reclassified.

The parties shall create a document which shall contain those portions of the consultant's report which were implemented by the parties, as well as a record of information regarding individual employee position and salary placements in the new classification structure. Each party shall receive and maintain a copy of this document for historical reference purposes.


Ernest Capelli
Field Representative, MSEA
Dated: 8-19-08


Kimberley A. Ehrlich
Director of Human Resources, MCCA
Dated: 8/19/08

MEMORANDUM OF AGREEMENT

Between


**Maine Technical College System
Board of Trustees**

And

Maine State Employees Association

The parties agree that the State of Maine Performance Management Form (PER119, 3/97) will be used for performance appraisals of unit members.

 8/4/00
Chuck Hillier
MSEA (Date)

 8/9/00
Kim Ehrlich
MTCS (Date)



STATE OF MAINE PERFORMANCE MANAGEMENT FORM

SECTION 1 - GENERAL INFORMATION

1. EMPLOYEE'S NAME - LAST, FIRST, MIDDLE	2. DEPARTMENT, BOARD OR COMMISSION	3. DIVISION OR INSTITUTION	
4. EMPLOYEE NUMBER	5. EMPLOYEE'S CLASSIFICATION TITLE	6. PAY GRADE / STEP	7. POSITION #
8. PERIOD OF REPORT	9. TYPE OF REPORT (check all that apply)		
FROM: <table border="1" style="display: inline-table; width: 150px; height: 30px;"></table>	TO: <table border="1" style="display: inline-table; width: 150px; height: 30px;"></table>		
	<input type="checkbox"/> End of Probation	<input type="checkbox"/> Change of Rater	
	<input type="checkbox"/> Annual	<input type="checkbox"/> Special Merit	
	<input type="checkbox"/> Extension of Probation	<input type="checkbox"/> Merit Increase	
	<input type="checkbox"/> New Assignment	<input type="checkbox"/> Termination	

SECTION 2 - CONCISE DESCRIPTION OF MAJOR JOB RESPONSIBILITIES

SECTION 3 - PERFORMANCE EXPECTATIONS

EXPECTATION:	<input type="checkbox"/> Exceeded
RESULT:	<input type="checkbox"/> Met
	<input type="checkbox"/> Did Not Meet
EXPECTATION:	<input type="checkbox"/> Exceeded
RESULT:	<input type="checkbox"/> Met
	<input type="checkbox"/> Did Not Meet
EXPECTATION:	<input type="checkbox"/> Exceeded
RESULT:	<input type="checkbox"/> Met
	<input type="checkbox"/> Did Not Meet

SECTION 4 - ASSESSMENT OF COMPETENCIES RELATING TO JOB PERFORMANCE

The qualities shown below are qualities toward which every employee should strive. Please rate the employee on these qualities. Consider: (1) the employee's job description, (2) level of experience, and (3) the goals and expectations established in the previous evaluation. Comment on each rating. Comments are critical to documenting strengths and suggestions for improvement.

The rating factors are as follows: **NEEDS IMPROVEMENT** = Improvement is needed to meet acceptable standards **SATISFACTORY** = Fulfills the normal job requirements with some strong points **OUTSTANDING** = Exemplifies the competency and serves as a model for others.

CORE COMPETENCIES

	Needs Improvement	Satisfactory	Outstanding
Initiative: Drives for results and success. Sets high standards of performance. Pursues aggressive goals and works hard to achieve them. Displays a high level of effort and commitment to performing the work.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adaptability: Handles day-to-day work challenges confidently. Is willing to adjust to multiple demands, shift priorities, ambiguity and rapid change. Shows resilience in the face of constraints, frustrations or adversity. Demonstrates flexibility.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Planning and Organizing Work: Defines and arranges activities in a logical and efficient manner. Effectively uses resources including time, money and materials.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Decision Making: Shares information and involves appropriate others in the decision-making process. Makes timely, logical decisions. Decisions are modified based on new information when appropriate. Takes responsibility for decisions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Customer Service: Seeks feedback from internal and external customers. Anticipates customer needs and provides quality services to customers. Continuously searches for ways to increase customer satisfaction.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Teamwork: Contributes to organizational goals. Fosters collaboration among team members and among teams.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Interpersonal Relations: Shows respect and tolerance for each person. Relates well to others, possesses good listening skills, and demonstrates trust, sensitivity and mutual respect. Recognizes the contributions diversity brings to job performance and creativity.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS

KNOWLEDGE & SKILL

	Needs Improvement	Satisfactory	Outstanding
Job Knowledge: Demonstrates appropriate level of understanding of relevant job knowledge. Consistently expands job knowledge and keeps abreast of new developments in the field.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Oral Communications: Speaks clearly and expresses self well in groups and in one-on-one conversations. Demonstrates attention to and conveys understanding of comments and questions of others.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Written Communications: Conveys information clearly and effectively through formal and informal documents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS

Needs

TERMS & CONDITIONS

Works When Scheduled: Begins and ends work when required. Calls in according to policy when arriving late for work or when absent. Observes policies on break and lunch periods. Uses work time appropriately.

Requests and Uses Leave Time Appropriately: Submits leave requests on a timely basis. Requests and uses the proper type of leave in accordance with established rules. Provides documentation for use of leave when required.

Safety Clothing and Uniforms: Wears appropriate safety clothing, if required. Wears full, regulation uniform, where required.

Observes Health, Safety and Sanitation Policies: Observes established policies. Notifies proper authorities of circumstances or situations that present potential health or safety hazards.

Follows All Other Rules and Policies: Performs work according to rules and policies. Does not improperly use state property or knowingly permit others to do so. Does not engage in unauthorized activities during work time.

Improvement Satisfactory

<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS

MANAGERS ☐ (Check here if this Section does not apply)

Needs
Improvement Satisfactory Outstanding

Delegation/Follow-Up: Assigns responsibilities. Delegates responsibility and empowers others. Removes obstacles. Allows for and contributes needed resources. Coordinates work efforts when necessary. Monitors progress.

Staffing: Builds a strong team with complementary strengths. Forms the right structures and teams. Demonstrates leadership and holds employees accountable for safe work practices, fair employment practices and State and Federal AA/EEO requirements.

Coaching and Counseling: Gives timely, specific feedback and helpful coaching. Adapts approach to each individual.

Employee Development: Accurately assesses strengths and developmental needs of employees. Provides challenging assignments and opportunities for development.

Quality Focus: Emphasizes the need to deliver quality services. Defines standards for quality and evaluates processes and services against those standards.

Planning and Organizing: Develops short and long range plans that are appropriately comprehensive, realistic, and effective in meeting goals. Integrates planning efforts across work units. Handles multiple demands and competing priorities. Manages meetings effectively.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS

SECTION 5 - EMPLOYEE DEVELOPMENT PLAN

Indicate recommendations for further development and training for purposes of preparing the employee for additional responsibilities or for the improvement of current job.

Planned Development/Training
Activities Agreed
Upon by Employee and
Supervisor.

Target Date

Actual Process
(Did plan meet goals)?

SECTION 6 - PERIODIC REVIEW (This can be initiated by either the employee or the supervisor)

The employee and supervisor may meet AS NECESSARY to review progress toward or changes to previously established expectations. Use the space below to document the meeting. The employee and supervisor should date and initial the document at the time of each review. Use additional sheets if necessary.

Date: _____ (Initials) Employee: _____ (Initials) Supervisor: _____

Date: _____ (Initials) Employee: _____ (Initials) Supervisor: _____

Date: _____ (Initials) Employee: _____ (Initials) Supervisor: _____

SECTION 7 - OVERALL PERFORMANCE RATING (Check One)

☐ Exceeded Expectations:

☐ Met Expectations:

☐ Did Not Meet Expectations:

SECTION 8 - ADDITIONAL COMMENTS BY SUPERVISOR, IF APPROPRIATE

SECTION 9 - EMPLOYEE'S COMMENTS AND SIGNATURE

Employee may comment on all or any part of the information contained in this document including the evaluation process. This may include suggestions or ideas for improvement in the unit or department. If the employee does not concur with the evaluation, check the appropriate box and explain reasons for disagreement.

- ☐ I understand my job and individual responsibilities, performance expectations and the terms and conditions under which I am expected to work.
☐ (DO) ☐ (DO NOT) Concur with my supervisor's evaluation

EMPLOYEE SIGNATURE

DATE

SECTION 10 - MANAGEMENT APPROVAL**MERIT INCREASE**

☐ Yes ☐ No ☐ Not Applicable

PROBATION

☐ End ☐ Extend ☐ Not Applicable

I have personally discussed the content of this document with the employee
SUPERVISOR SIGNATURE/TITLE:

DATE

REVIEWER SIGNATURE/TITLE:

DATE

AGENCY HEAD SIGNATURE/TITLE

DATE

USE THIS SPACE TO DOCUMENT ADVERSE DECISIONS ON MERIT INCREASE OR PROBATION:

MAINE STATE EMPLOYEES ASSOCIATION

FEE STRUCTURE

Attorney Fee:	\$100.00
Field Representative Fee:	\$ 75.00
Research Fee:	\$ 75.00

All fees are charged on the basis of minimum 15 (fifteen) minutes periods

PAY SCALES

July 1, 2012

MAINE COMMUNITY COLLEGE SYSTEM

MSEA SUPERVISORY SERVICES BARGAINING UNIT

STANDARD SALARY SCHEDULE

BU = D

2% COLA

Longevity pay not included.

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
1								
HOURLY	10.13	10.51	10.79	11.15	11.52	12.02	12.38	12.75
WEEKLY	405.20	420.40	431.60	446.00	460.80	480.80	495.20	510.00
BI-WEEKLY	810.40	840.80	863.20	892.00	921.60	961.60	990.40	1,020.00
ANNUAL	21,070.40	21,860.80	22,443.20	23,192.00	23,961.60	25,001.60	25,750.40	26,520.00
2								
HOURLY	10.31	10.62	10.97	11.35	11.74	12.23	12.59	12.96
WEEKLY	412.40	424.80	438.80	454.00	469.60	489.20	503.60	518.40
BI-WEEKLY	824.80	849.60	877.60	908.00	939.20	978.40	1,007.20	1,036.80
ANNUAL	21,444.80	22,089.60	22,817.60	23,608.00	24,419.20	25,438.40	26,187.20	26,956.80
3								
HOURLY	10.49	10.79	11.15	11.52	11.89	12.41	12.78	13.17
WEEKLY	419.60	431.60	446.00	460.80	475.60	496.40	511.20	526.80
BI-WEEKLY	839.20	863.20	892.00	921.60	951.20	992.80	1,022.40	1,053.60
ANNUAL	21,819.20	22,443.20	23,192.00	23,961.60	24,731.20	25,812.80	26,582.40	27,393.60
4								
HOURLY	10.62	10.97	11.37	11.74	12.12	12.62	12.99	13.38
WEEKLY	424.80	438.80	454.80	469.60	484.80	504.80	519.60	535.20
BI-WEEKLY	849.60	877.60	909.60	939.20	969.60	1,009.60	1,039.20	1,070.40
ANNUAL	22,089.60	22,817.60	23,649.60	24,419.20	25,209.60	26,249.60	27,019.20	27,830.40
5								
HOURLY	10.82	11.21	11.55	11.97	12.36	12.92	13.32	13.72
WEEKLY	432.80	448.40	462.00	478.80	494.40	516.80	532.80	548.80
BI-WEEKLY	865.60	896.80	924.00	957.60	988.80	1,033.60	1,065.60	1,097.60
ANNUAL	22,505.60	23,316.80	24,024.00	24,897.60	25,708.80	26,873.60	27,705.60	28,537.60
6								
HOURLY	11.11	11.41	11.78	12.21	12.62	13.16	13.56	13.96
WEEKLY	444.40	456.40	471.20	488.40	504.80	526.40	542.40	558.40
BI-WEEKLY	888.80	912.80	942.40	976.80	1,009.60	1,052.80	1,084.80	1,116.80
ANNUAL	23,108.80	23,732.80	24,502.40	25,396.80	26,249.60	27,372.80	28,204.80	29,036.80
7								
HOURLY	11.31	11.65	12.05	12.52	12.90	13.42	13.82	14.24
WEEKLY	452.40	466.00	482.00	500.80	516.00	536.80	552.80	569.60
BI-WEEKLY	904.80	932.00	964.00	1,001.60	1,032.00	1,073.60	1,105.60	1,139.20
ANNUAL	23,524.80	24,232.00	25,064.00	26,041.60	26,832.00	27,913.60	28,745.60	29,619.20
8								
HOURLY	11.54	11.95	12.34	12.72	13.32	13.86	14.28	14.71
WEEKLY	461.60	478.00	493.60	508.80	532.80	554.40	571.20	588.40
BI-WEEKLY	923.20	956.00	987.20	1,017.60	1,065.60	1,108.80	1,142.40	1,176.80
ANNUAL	24,003.20	24,856.00	25,667.20	26,457.60	27,705.60	28,828.80	29,702.40	30,596.80
9								
HOURLY	11.78	12.21	12.62	13.05	13.58	14.15	14.58	15.01
WEEKLY	471.20	488.40	504.80	522.00	543.20	566.00	583.20	600.40
BI-WEEKLY	942.40	976.80	1,009.60	1,044.00	1,086.40	1,132.00	1,166.40	1,200.80
ANNUAL	24,502.40	25,396.80	26,249.60	27,144.00	28,246.40	29,432.00	30,326.40	31,220.80
10								
HOURLY	12.11	12.54	12.93	13.40	13.91	14.55	14.98	15.43
WEEKLY	484.40	501.60	517.20	536.00	556.40	582.00	599.20	617.20
BI-WEEKLY	968.80	1,003.20	1,034.40	1,072.00	1,112.80	1,164.00	1,198.40	1,234.40
ANNUAL	25,188.80	26,083.20	26,894.40	27,872.00	28,932.80	30,264.00	31,158.40	32,094.40
11								
HOURLY	12.42	12.86	13.34	13.81	14.34	14.96	15.42	15.88
WEEKLY	496.80	514.40	533.60	552.40	573.60	598.40	616.80	635.20
BI-WEEKLY	993.60	1,028.80	1,067.20	1,104.80	1,147.20	1,196.80	1,233.60	1,270.40
ANNUAL	25,833.60	26,748.80	27,747.20	28,724.80	29,827.20	31,116.80	32,073.60	33,030.40

July 1, 2012
 MAINE COMMUNITY COLLEGE SYSTEM
MSEA SUPERVISORY SERVICES BARGAINING UNIT
 STANDARD SALARY SCHEDULE

BU = D

2% COLA
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RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
12								
HOURLY	12.66	13.16	13.68	14.21	14.73	15.39	15.84	16.32
WEEKLY	506.40	526.40	547.20	568.40	589.20	615.60	633.60	652.80
BI-WEEKLY	1,012.80	1,052.80	1,094.40	1,136.80	1,178.40	1,231.20	1,267.20	1,305.60
ANNUAL	26,332.80	27,372.80	28,454.40	29,556.80	30,638.40	32,011.20	32,947.20	33,945.60
13								
HOURLY	13.05	13.58	14.10	14.65	15.20	15.87	16.34	16.83
WEEKLY	522.00	543.20	564.00	586.00	608.00	634.80	653.60	673.20
BI-WEEKLY	1,044.00	1,086.40	1,128.00	1,172.00	1,216.00	1,269.60	1,307.20	1,346.40
ANNUAL	27,144.00	28,246.40	29,328.00	30,472.00	31,616.00	33,009.60	33,987.20	35,006.40
14								
HOURLY	13.50	13.95	14.56	15.14	15.75	16.41	16.89	17.40
WEEKLY	540.00	558.00	582.40	605.60	630.00	656.40	675.60	696.00
BI-WEEKLY	1,080.00	1,116.00	1,164.80	1,211.20	1,260.00	1,312.80	1,351.20	1,392.00
ANNUAL	28,080.00	29,016.00	30,284.80	31,491.20	32,760.00	34,132.80	35,131.20	36,192.00
15								
HOURLY	13.91	14.49	15.06	15.63	16.29	16.98	17.49	18.01
WEEKLY	556.40	579.60	602.40	625.20	651.60	679.20	699.60	720.40
BI-WEEKLY	1,112.80	1,159.20	1,204.80	1,250.40	1,303.20	1,358.40	1,399.20	1,440.80
ANNUAL	28,932.80	30,139.20	31,324.80	32,510.40	33,883.20	35,318.40	36,379.20	37,460.80
16								
HOURLY	14.41	14.98	15.60	16.24	16.89	17.63	18.15	18.69
WEEKLY	576.40	599.20	624.00	649.60	675.60	705.20	726.00	747.60
BI-WEEKLY	1,152.80	1,198.40	1,248.00	1,299.20	1,351.20	1,410.40	1,452.00	1,495.20
ANNUAL	29,972.80	31,158.40	32,448.00	33,779.20	35,131.20	36,670.40	37,752.00	38,875.20
17								
HOURLY	14.93	15.52	16.20	16.86	17.60	18.34	18.89	19.46
WEEKLY	597.20	620.80	648.00	674.40	704.00	733.60	755.60	778.40
BI-WEEKLY	1,194.40	1,241.60	1,296.00	1,348.80	1,408.00	1,467.20	1,511.20	1,556.80
ANNUAL	31,054.40	32,281.60	33,696.00	35,068.80	36,608.00	38,147.20	39,291.20	40,476.80
18								
HOURLY	15.47	16.17	16.83	17.58	18.36	19.17	19.75	20.34
WEEKLY	618.80	646.80	673.20	703.20	734.40	766.80	790.00	813.60
BI-WEEKLY	1,237.60	1,293.60	1,346.40	1,406.40	1,468.80	1,533.60	1,580.00	1,627.20
ANNUAL	32,177.60	33,633.60	35,006.40	36,566.40	38,188.80	39,873.60	41,080.00	42,307.20
19								
HOURLY	16.17	16.78	17.53	18.36	19.13	19.95	20.56	21.18
WEEKLY	646.80	671.20	701.20	734.40	765.20	798.00	822.40	847.20
BI-WEEKLY	1,293.60	1,342.40	1,402.40	1,468.80	1,530.40	1,596.00	1,644.80	1,694.40
ANNUAL	33,633.60	34,902.40	36,462.40	38,188.80	39,790.40	41,496.00	42,764.80	44,054.40
20								
HOURLY	16.78	17.53	18.36	19.20	20.17	21.01	21.65	22.31
WEEKLY	671.20	701.20	734.40	768.00	806.80	840.40	866.00	892.40
BI-WEEKLY	1,342.40	1,402.40	1,468.80	1,536.00	1,613.60	1,680.80	1,732.00	1,784.80
ANNUAL	34,902.40	36,462.40	38,188.80	39,936.00	41,953.60	43,700.80	45,032.00	46,404.80
21								
HOURLY	17.53	18.36	19.20	20.18	21.17	22.07	22.75	23.43
WEEKLY	701.20	734.40	768.00	807.20	846.80	882.80	910.00	937.20
BI-WEEKLY	1,402.40	1,468.80	1,536.00	1,614.40	1,693.60	1,765.60	1,820.00	1,874.40
ANNUAL	36,462.40	38,188.80	39,936.00	41,974.40	44,033.60	45,905.60	47,320.00	48,734.40
22								
HOURLY	18.43	19.27	20.21	21.20	22.17	23.11	23.82	24.53
WEEKLY	737.20	770.80	808.40	848.00	886.80	924.40	952.80	981.20
BI-WEEKLY	1,474.40	1,541.60	1,616.80	1,696.00	1,773.60	1,848.80	1,905.60	1,962.40
ANNUAL	38,334.40	40,081.60	42,036.80	44,096.00	46,113.60	48,068.80	49,545.60	51,022.40

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23								
HOURLY	19.32	20.24	21.29	22.29	23.32	24.32	25.04	25.80
WEEKLY	772.80	809.60	851.60	891.60	932.80	972.80	1,001.60	1,032.00
BI-WEEKLY	1,545.60	1,619.20	1,703.20	1,783.20	1,865.60	1,945.60	2,003.20	2,064.00
ANNUAL	40,185.60	42,099.20	44,283.20	46,363.20	48,505.60	50,585.60	52,083.20	53,664.00
24								
HOURLY	20.35	21.34	22.36	23.49	24.63	25.68	26.46	27.25
WEEKLY	814.00	853.60	894.40	939.60	985.20	1,027.20	1,058.40	1,090.00
BI-WEEKLY	1,628.00	1,707.20	1,788.80	1,879.20	1,970.40	2,054.40	2,116.80	2,180.00
ANNUAL	42,328.00	44,387.20	46,508.80	48,859.20	51,230.40	53,414.40	55,036.80	56,680.00
25								
HOURLY	21.40	22.43	23.56	24.64	25.86	26.94	27.73	28.57
WEEKLY	856.00	897.20	942.40	985.60	1,034.40	1,077.60	1,109.20	1,142.80
BI-WEEKLY	1,712.00	1,794.40	1,884.80	1,971.20	2,068.80	2,155.20	2,218.40	2,285.60
ANNUAL	44,512.00	46,654.40	49,004.80	51,251.20	53,788.80	56,035.20	57,678.40	59,425.60
26								
HOURLY	22.25	23.29	24.43	25.59	26.88	28.05	28.89	29.75
WEEKLY	890.00	931.60	977.20	1,023.60	1,075.20	1,122.00	1,155.60	1,190.00
BI-WEEKLY	1,780.00	1,863.20	1,954.40	2,047.20	2,150.40	2,244.00	2,311.20	2,380.00
ANNUAL	46,280.00	48,443.20	50,814.40	53,227.20	55,910.40	58,344.00	60,091.20	61,880.00
27								
HOURLY	23.07	24.16	25.35	26.52	27.87	29.03	29.89	30.78
WEEKLY	922.80	966.40	1,014.00	1,060.80	1,114.80	1,161.20	1,195.60	1,231.20
BI-WEEKLY	1,845.60	1,932.80	2,028.00	2,121.60	2,229.60	2,322.40	2,391.20	2,462.40
ANNUAL	47,985.60	50,252.80	52,728.00	55,161.60	57,969.60	60,382.40	62,171.20	64,022.40
28								
HOURLY	23.74	24.92	26.11	27.47	28.80	30.06	30.96	31.89
WEEKLY	949.60	996.80	1,044.40	1,098.80	1,152.00	1,202.40	1,238.40	1,275.60
BI-WEEKLY	1,899.20	1,993.60	2,088.80	2,197.60	2,304.00	2,404.80	2,476.80	2,551.20
ANNUAL	49,379.20	51,833.60	54,308.80	57,137.60	59,904.00	62,524.80	64,396.80	66,331.20
29								
HOURLY	24.75	25.94	27.22	28.50	29.87	31.17	32.11	33.07
WEEKLY	990.00	1,037.60	1,088.80	1,140.00	1,194.80	1,246.80	1,284.40	1,322.80
BI-WEEKLY	1,980.00	2,075.20	2,177.60	2,280.00	2,389.60	2,493.60	2,568.80	2,645.60
ANNUAL	51,480.00	53,955.20	56,617.60	59,280.00	62,129.60	64,833.60	66,788.80	68,785.60
30								
HOURLY	25.67	26.94	28.31	29.67	31.09	32.41	33.38	34.38
WEEKLY	1,026.80	1,077.60	1,132.40	1,186.80	1,243.60	1,296.40	1,335.20	1,375.20
BI-WEEKLY	2,053.60	2,155.20	2,264.80	2,373.60	2,487.20	2,592.80	2,670.40	2,750.40
ANNUAL	53,393.60	56,035.20	58,884.80	61,713.60	64,667.20	67,412.80	69,430.40	71,510.40
31								
HOURLY	26.74	28.03	29.35	30.86	32.40	33.79	34.80	35.84
WEEKLY	1,069.60	1,121.20	1,174.00	1,234.40	1,296.00	1,351.60	1,392.00	1,433.60
BI-WEEKLY	2,139.20	2,242.40	2,348.00	2,468.80	2,592.00	2,703.20	2,784.00	2,867.20
ANNUAL	55,619.20	58,302.40	61,048.00	64,188.80	67,392.00	70,283.20	72,384.00	74,547.20
32								
HOURLY	27.89	29.24	30.62	32.18	33.71	35.16	36.21	37.30
WEEKLY	1,115.60	1,169.60	1,224.80	1,287.20	1,348.40	1,406.40	1,448.40	1,492.00
BI-WEEKLY	2,231.20	2,339.20	2,449.60	2,574.40	2,696.80	2,812.80	2,896.80	2,984.00
ANNUAL	58,011.20	60,819.20	63,689.60	66,934.40	70,116.80	73,132.80	75,316.80	77,584.00
33								
HOURLY	29.07	30.50	31.89	33.52	35.18	36.70	37.80	38.93
WEEKLY	1,162.80	1,220.00	1,275.60	1,340.80	1,407.20	1,468.00	1,512.00	1,557.20
BI-WEEKLY	2,325.60	2,440.00	2,551.20	2,681.60	2,814.40	2,936.00	3,024.00	3,114.40
ANNUAL	60,465.60	63,440.00	66,331.20	69,721.60	73,174.40	76,336.00	78,624.00	80,974.40

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34								
HOURLY	30.33	31.80	33.38	35.03	36.79	38.37	39.53	40.71
WEEKLY	1,213.20	1,272.00	1,335.20	1,401.20	1,471.60	1,534.80	1,581.20	1,628.40
BI-WEEKLY	2,426.40	2,544.00	2,670.40	2,802.40	2,943.20	3,069.60	3,162.40	3,256.80
ANNUAL	63,086.40	66,144.00	69,430.40	72,862.40	76,523.20	79,809.60	82,222.40	84,676.80
35								
HOURLY	31.72	33.25	34.90	36.58	38.41	40.10	41.29	42.52
WEEKLY	1,268.80	1,330.00	1,396.00	1,463.20	1,536.40	1,604.00	1,651.60	1,700.80
BI-WEEKLY	2,537.60	2,660.00	2,792.00	2,926.40	3,072.80	3,208.00	3,303.20	3,401.60
ANNUAL	65,977.60	69,160.00	72,592.00	76,086.40	79,892.80	83,408.00	85,883.20	88,441.60
36								
HOURLY	33.23	34.82	36.54	38.34	40.25	42.00	43.26	44.55
WEEKLY	1,329.20	1,392.80	1,461.60	1,533.60	1,610.00	1,680.00	1,730.40	1,782.00
BI-WEEKLY	2,658.40	2,785.60	2,923.20	3,067.20	3,220.00	3,360.00	3,460.80	3,564.00
ANNUAL	69,118.40	72,425.60	76,003.20	79,747.20	83,720.00	87,360.00	89,980.80	92,664.00
37								
HOURLY	34.82	36.51	38.34	40.25	42.23	44.05	45.37	46.73
WEEKLY	1,365.60	1,431.60	1,503.60	1,578.40	1,656.00	1,727.60	1,779.20	1,869.20
BI-WEEKLY	2,785.60	2,920.80	3,067.20	3,220.00	3,378.40	3,524.00	3,629.60	3,738.40
ANNUAL	72,425.60	75,940.80	79,747.20	83,720.00	87,838.40	91,624.00	94,369.60	97,198.40
38								
HOURLY	36.54	38.34	40.25	42.24	44.27	46.18	47.55	48.98
WEEKLY	1,377.41	1,445.54	1,517.35	1,592.42	1,668.72	1,740.53	1,792.75	1,959.20
BI-WEEKLY	2,923.20	3,067.20	3,220.00	3,379.20	3,541.60	3,694.40	3,804.00	3,918.40
ANNUAL	76,003.20	79,747.20	83,720.00	87,859.20	92,081.60	96,054.40	98,904.00	101,878.40
39								
HOURLY	38.51	40.30	42.30	44.42	46.64	48.64	50.10	51.60
WEEKLY	1,540.40	1,612.00	1,692.00	1,776.80	1,865.60	1,945.60	2,004.00	2,064.00
BI-WEEKLY	3,080.80	3,224.00	3,384.00	3,553.60	3,731.20	3,891.20	4,008.00	4,128.00
ANNUAL	80,100.80	83,824.00	87,984.00	92,393.60	97,011.20	101,171.20	104,208.00	107,328.00
40								
HOURLY	40.56	42.52	44.61	46.83	49.16	51.28	52.81	54.39
WEEKLY	1,622.40	1,700.80	1,784.40	1,873.20	1,966.40	2,051.20	2,112.40	2,175.60
BI-WEEKLY	3,244.80	3,401.60	3,568.80	3,746.40	3,932.80	4,102.40	4,224.80	4,351.20
ANNUAL	84,364.80	88,441.60	92,788.80	97,406.40	102,252.80	106,662.40	109,844.80	113,131.20
41								
HOURLY	42.64	44.72	46.91	49.22	51.61	53.86	55.48	57.14
WEEKLY	1,705.60	1,788.80	1,876.40	1,968.80	2,064.40	2,154.40	2,219.20	2,285.60
BI-WEEKLY	3,411.20	3,577.60	3,752.80	3,937.60	4,128.80	4,308.80	4,438.40	4,571.20
ANNUAL	88,691.20	93,017.60	97,572.80	102,377.60	107,348.80	112,028.80	115,398.40	118,851.20